DOCUMENT RESUME

ED 192 764 IR 008 835

AUTHOR Billings, Rolland G.; Goldman, Errol
TITLE Professional Negotiations for Media/Library Professionals: District and School.
INSTITUTION Association for Educational Communications and Technology, Washington, D.C.
PUB DATE 80
NOTE 95p.
AVAILABLE FROM Association for Educational Communications and Technology, 1126 16th Street, NW, Washington, DC 20036 ($8.50 non-members, $6.50 members).

EDRS PRICE MF01 Plus Postage. PC Not Available from EDRS.
DESCRIPTORS *Collective Bargaining; Grievance Procedures; *Librarians; *Media Specialists; Needs Assessment; *Public Schools; Unions

ABSTRACT

This handbook describing collective bargaining as it relates to media/library professionals in public school systems provides an overview of the collective bargaining process, as well as discussions of the various phases: (1) strategies and preparation for collective bargaining, (2) negotiating the collective bargaining agreement, (3) a representative sample of existing contracts that have provisions relating to media/library professionals and their programs, and (4) the impact of the media library professional on media programs through the collective bargaining process. A summary of current trends in negotiations, a glossary, and a bibliography are included. (CHC)

**********
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
**********

ED192764

U S DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

# PROFESSIONAL NEGOTIATIONS FOR MEDIA/LIBRARY PROFESSIONALS: DISTRICT AND SCHOOL

by

Rolland G. Billings, Ph.D.
Director of Media Services
Ann Arbor Public Schools

and

Errol Goldman, M.A.
Director of Employee Relations
Ann Arbor Public Schools

Published by

Association for Educational Communications and Technology
1126 16th Street, N.W.
Washington, D. C. 20036
1980

"PERMISSION TO REPRODUCE THIS MATERIAL IN MICROFICHE ONLY HAS BEEN GRANTED BY

AECT

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

IR008035

AECT President, Carolyn R. Skidmore
AECT Executive Director, Howard B. Hitchens
AECT Director of Nonperiodic Publications, Laurie de Mier
Production: Laurie de Mier
Copy Editing: Cassandra J. Lems

© Association for Educational Communications, 1980
1126 16th Street, Washington, D.C. 20036

ISBN: 0-89240-037-4
LC: 80-67724

No part of this work may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, microfilming, and recording, or by any information storage and retrieval system, without written permission from the publisher.

This book is the original work of the authors. Authors are encouraged to express freely their judgements in professional and technical matters. Points of view or opinion do not necessarily represent the official view or opinion of AECT.

Additional copies of this book may be purchased by writing to the Publications Department, Association for Educational Communications and Technology, 1126 16th St., NW, Washington, D.C. 20036

# TABLE OF CONTENTS


Dedication ..... iv
Acknowledgments ..... v
Preface ..... vi
Introduction ..... vii

CHAPTER

I Collective Bargaining: An Overview .... 1
II Preparations for Negotiations ..... 13
III Negotiating the Collective Bargaining Agreement ..... 29
IV An Analysis of Existing Collective Bargaining Agreements Which Relate to Media/Library Professionals ..... 39
V Collective Bargaining for Media/Library Professionals: District and School ..... 71
VI Summary ..... 81
Glossary ..... 83
References ..... 87

# DEDICATION

To Joyce, Elizabeth, Christopher, and Anne Billings
and
Eileen Goldman.

# ACKNOWLEDGMENTS

This book is the product of the authors' interest in promoting the understanding of collective bargaining as it relates to media/library professionals and the students and teachers they serve. The authors were supported enthusiastically during the development of this manuscript by Dr. Howard B. Hitchens, Executive Director of the Association for Educational Communications and Technology.

The data collected for the book were the result of the excellent support provided by Mr. Donald Walker, Manager of Research Services for the National Education Association. Mr. Walker provided the opportunity for Dr. Rolland G. Billings to examine each of the National Sample contracts in the National Education Association Research Office in Washington, D. C. He also provided valuable insight into the collection of the sample contracts and their importance to professional negotiations.

The authors would also like to acknowledge the assistance of Mr. Thomas White, Labor Relations Consultant for the Oregon School Board Association; Mr. Gary Collins, Labor Relations Consultant for the Grand Blanc School District, Grand Blanc, Michigan; and Mrs. Margaret Hinz for her work in typing and preparing the manuscript for submission to the publisher.

The two final acknowledgments are the most important. First, Mrs. Joyce Billings, who edited the manuscript and without whose aid and support none of this would have been possible. Second, the authors are grateful for the support and assistance of Mrs. Eileen Goldman.

# PREFACE

*Professional Negotiations for Media/Library Professionals: District and School* is designed to promote the individual welfare of media/library professionals, and to improve the quality of media/library programs in K-12 education in the United States. Among the issues explored in this book are:

1. An overview of collective bargaining,
2. The collective bargaining process,
3. Strategies and preparation for collective bargaining,
4. Negotiating the collective bargaining agreement,
5. An analysis of existing contracts that have provisions relating to media/library professionals and their programs,
6. The impact of the media library professional on media programs through the collective bargaining process, and
7. A summary of current trends in negotiations.

It is hoped that the information presented in this book will promote the welfare of media/library professionals, and will enable them to develop effective media/library services for quality K-12 education programs in the United States.

# INTRODUCTION

The recent trend toward increased negotiations in American education has produced a number of changes in the operation of school districts and schools. School media/library professionals must adjust to reflect the changing environment in which they operate. Therefore, the application of *Media Programs: District and School,* which "delineates guidelines and recommendations for media programs and resources essential for quality education,"[1] must take into account negotiations within school systems. The American school system today is influenced by the non-economic development of professional negotiations, and will continue to be influenced by the actions which take place at the bargaining table. Therefore, if the media/library programs in each district or individual building are to achieve their goal of being one of the essential elements for quality education, the media/library professional must understand the negotiating process and be able to influence it effectively. This publication focuses on professional negotiations and their relationship to the media/library professional and his/her programs within the district or the school. The key non-economic elements of negotiated contracts are identified as they relate to media/library professionals and their programs. These elements are analyzed to see what effect they have on the delivery of media services at the district and school level. The nature of the professional negotiation process is also explored, as is the process as it becomes part of the institutionalization of American education.

This book is divided into a number of phases. Chapter I is an overall view of the negotiating process. Chapter II deals with the elements of effective negotiations. Chapter III deals with the process of negotiations. Chapter IV presents an analysis of existing current contracts. A national sample, as well as a state sample, are used to identify provisions that now exist to promote the

[1] American Association of School Librarians, American Library Association, and Association for Educational Communications and Technology, *Media Programs: District and School* (Chicago, Ill.: ALA; Washington, D.C.: AECT, 1975), p.1.

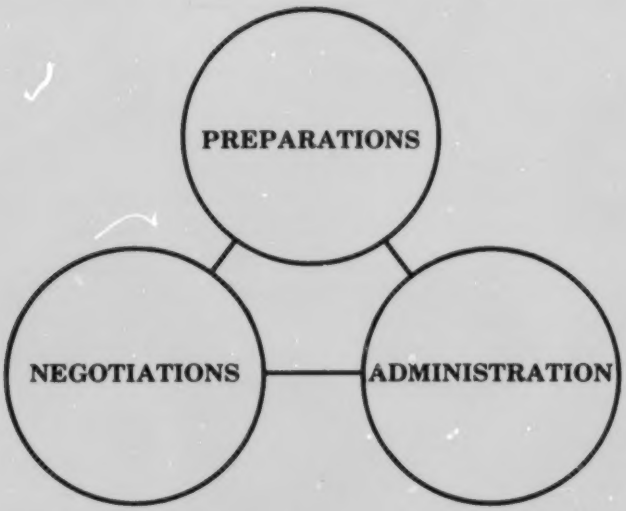
welfare of media/library professionals and their programs. Chapter V presents a design for the use of *Media Programs: District and School*, in preparation for negotiations. Also included are a glossary of terms and a selected bibliography. *Professional Negotiations for Media/Library Professionals: District and School* is designed to be used by media/library professionals, school administrators, Boards of Education, and colleges and universities that prepare individuals for the media/library profession.

# CHAPTER I
# COLLECTIVE BARGAINING: AN OVERVIEW

This book is an attempt to provide an understanding of the collective bargaining process, so that media/library professionals will be able to affect the negotiations process to their particular advantage. Note that this is not a "how-to" book. The best method of learning the intricacies of collective bargaining is by getting involved in the process with your representatives.

Collective bargaining is an ongoing process. The primary components are preparation for negotiations, negotiations, and contract administration. All three phases are important in the overall process, and each has an effect on the others.

Prior to collective bargaining, a union must be recognized by the employer. Following recognition, negotiations usually begin on an initial contract. Media/library professionals in K-12 education are normally part of the public sector of the economy. In states where there is no public sector collective bargaining law,



the union must seek recognition directly from the employer. The difficulty of attaining recognition in a state with no law is compounded by the right of an employer to refuse recognition, which would prevent negotiations with no recourse by the employees. In states where a public sector collective bargaining law exists, there is normally an Employee Relations Board, which accepts petitions for an election conducted by this Board to determine which union will represent the employees. Each state has a different law, as shown in the summary of collective bargaining laws.

## I. RECOGNITION

Many of the media/library professionals who read this book will be included as part of a larger bargaining unit, consisting primarily of classroom teachers. With this in mind, it is important for media/library professionals to understand the various relationships, both among the bargaining unit members and with their negotiating team, so that effective influence can be exerted and achievement of the goals of media/library professionals can be attained.

Media/library professionals who teach in the K-12 area are usually a minority of the larger bargaining unit of K-12 teachers. This bargaining unit is based on the community of interest[1] of the recognized group. In education, a typical recognition clause will include certified teachers, media/library professionals, special education teachers, etc. The community of interest of this bargaining unit is that of certified professional educators. Excluded from this bargaining unit, because of a lack of community of interest would be bus drivers, custodians, and non-certified employees who do not have a community of interest with certified professional teachers. These excluded groups will usually have their own bargaining unit that will include employees within their own community of interest and exclude all others. However,

[1] Community of interest is the typical method of determining the appropriate positions in the bargaining unit. In most cases, K-12 media specialists are grouped with K-12 teachers because of the emphasis of their jobs in educating students.

it is possible to include all employees in one bargaining unit similar to the C.I.O., which has the many jobs of an auto plant grouped into the same bargaining unit with special provisions in the contract to deal with particular needs. Media/library professionals can fall within this category. The advantages and disadvantages must be carefully weighed when considering an appropriate bargaining unit.

Following negotiation of a contract in which few gains are made for a particular group, the question often arises of how a particular faction of a bargaining unit can withdraw from that larger unit and form its own bargaining unit. Once a faction is considered part of a bargaining unit, it is very difficult to have that faction removed. The bargaining agent (union) may voluntarily agree with the employer to exclude a faction from the bargaining unit, but this is highly unlikely and may not be in the best long range interest of the particular faction. Formation of a smaller splinter union could create a weaker union and result in a less favorable bargaining position.

If the faction previously mentioned happened to be the media/library professionals, it would be very difficult to become excluded from the bargaining unit. The formation of a smaller bargaining unit composed only of media/library professionals would not be in a strong bargaining position.

The best way for a group such as media/library professionals to achieve contractual changes is to get involved in the negotiation process and make the concerns of the particular group known to their bargaining representatives. The more involved the group becomes, the more influence can be exerted on the process. Media/library professionals from both management and unions must make a point of influencing the negotiation process in order to affect changes in the contract provisions in the media area.

## II. THE COLLECTIVE BARGAINING PROCESS

### A. Principles of the Process

There are specific rules that are followed in the collective bargaining process. In many states that have a public sector bar-

## Public Employee Collective Bargaining Laws Affecting Education in 32 States*

| State | Type of Law | | | Coverage for Professional (P) Personnel[4] | | | Coverage for Classified (C) Personnel[5] | | | Coverage for Supers. and/or Adminis.[7] | | | Union Secur.[8] | Strike Permit.[9] | Binding Arb. of Dispute[10] |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Local[1] | State[2] | Omnibus[3] | K-12 | CC[6] | PS | K-12 | CC[6] | PS | K-12 | CC[6] | PS | | | |
| Alaska | x | | x | x | | x | | | x | p | | | x | x[11] | x[11] |
| California | x | x | | x | x | | | | | p-c | p-c | | x | | |
| Connecticut | x | x | | x | x | x | x | x | x | | | | x | | x |
| Delaware | x | | x | x | | x | x | | x | | | | x | | x[11] |
| Florida | | | x | x | x | x | x | x | x | | | | x | | |
| Hawaii | | | x | x | | x | x | | x | p-c | | p-c | x | x | x |
| Idaho | x | | | x | | | | | | p | | | | | |
| Indiana | x | | | x | | | x | | x | c | | | | | x |
| Iowa | | | x | x | | x | x | | x | | | | x | | x |
| Kansas | x | | x | x | x | x | x | | x | | | | | | |
| Maine | x | x[11] | | x | x | x | | x | x | p-c | p-c | p-c | x | | x |
| Maryland | x | | | x | | | x | | | p-c | | | x | | |
| Massachusetts | | | x | x | | x | x | | x | | | | x[12] | | x |
| Michigan | | | x | x | | x | x | | x | | | | x | | |
| Minnesota | | | x | x | x | x | x | x | x | p-c | p-c | p-c | x | | x |
| Missouri | | | x | | | | x | | x | | | | | | |
| Montana | | | x | x | x | x | x | x | x | | | | x | x | x |
| Nebraska | x | | | x | | x | x | | x | | | | | | x |
| Nevada | x | | | x | | | x | | | p-c | | | x | | x |
| New Hampshire | | | x | x | | x | x | | x | p-c | | p-c | | | |
| New Jersey | | | x | x | x | x | x | x | x | p-c | p-c | p-c | | | x |
| New York | | | x | x | | x | x | | x | p-c | | p-c | x | | x |

000 13

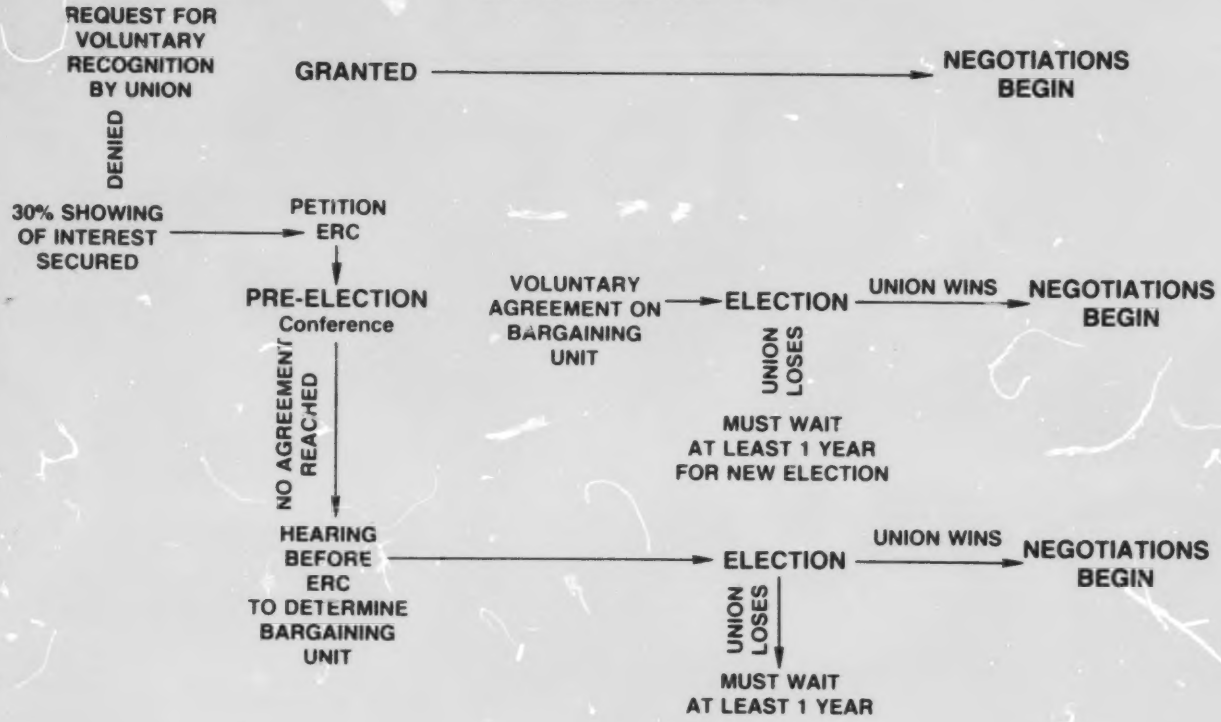
| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| North Dakota | x | | | x | | | | | p | | | | | | | |
| Oklahoma | x | | | x | | x | | | p-c | | | | x | | | |
| Oregon | | | x | x | | x | x | | x | | | | x | | x | x |
| Pennsylvania | | | x | x | | x | x | | x | p-c | | p-c | x | | x | x |
| Rhode Island | x | x | | x | | x | x | | x | | | | x | | | x |
| South Dakota | | | x | x | | x | x | | x | p-c | | p-c | | | | |
| Tennessee | x | | | x | | | | | | p | | | | | | |
| Vermont | x | x | | x | | x | x | | x | p | | p-c | x[12] | | x | x[12] |
| Washington | x | x | | x | x | | x | x | x | p | p | | ^ | | | |
| Wisconsin | x | x | | x | x | | x | x | x | | p-c | c | x | | x | x |
| Totals | 18 | 7 | 17 | 31 | 10[6] | 22 | 25 | 8[9] | 25 | p-18<br>c-13 | p-6[5]<br>c-5[6] | p-9<br>c-10 | 22 | | 7 | 19 |

* States without such laws are omitted from the list. They are Alabama, Arizona, Arkansas, Colorado, Georgia, Illinois, Kentucky, Louisiana, Mississippi, New Mexico, North Carolina, Ohio, South Carolina, Texas, Utah, Virginia, West Virginia, and Wyoming.

1. Local—a law with coverage for local-level employees only.
2. State—a law with coverage for state-level employees only.
3. Omnibus—a law with coverage for employees at more than one government level.
4. Professional Personnel—generally, when applied to education, means teachers or personnel with similar or higher status.
5. Classified Personnel—generally means those below the rank of teachers; i.e., clerks, food employees, bus drivers, custodians, paraprofessionals.
6. CC (Community Colleges)—checked only if community colleges are mentioned specifically in law. State structures vary, and community colleges may be included with K-12 or with postsecondary; or they may be entirely separate.
7. Supervisors and/or Administrators—This column is used if state law provides coverage for any level or all levels of supervisors and administrators. (P means professional, C classified.)
8. Union Security—checked if state law permits dues checkoff, service fees, or other forms of union security. All state laws provide for exclusive representation of organizations.
9. Strike Permission—checked if state law provides for strike rights for education employees. All strike rights appear to be conditional.
10. Binding Arbitration of Dispute—checked if state law permits the binding arbitration of contract disputes.
11. Postsecondary personnel only.
12. K-12 classified personnel only.

—From *Cuebook: State Collective Bargaining Laws*, published by the Education Commission of the States

## RECOGNITION PROCESS



gaining law, the rules are modeled after those established by the National Labor Relations Board (NLRB). However, the NLRB does not regulate public sector collective bargaining and, as a result, each state that has a Public Sector Labor Relations Law can establish its own rules and procedures.

In states that have collective bargaining laws, among the items usually regulated are:

1. Which issues are mandatory topics of bargaining, i.e., what issues must be negotiated by the union and management if raised by either party. The general rule is that all items dealing with wages, hours, and conditions of employment must be negotiated. Questions regarding mandatory types of bargaining are issues based on what is meant by a condition of employment. Clarification must, therefore, be made as a result of this "gray" area.

2. The rules within which negotiations will be conducted and the penalty if either party violates these rules. These rules are interpreted in light of the totality of conduct of the parties and whether the parties have been bargaining in "good faith." Most states with a collective bargaining law have provisions to hear allegations regarding unfair labor practice charges. An unfair labor practice charge is an allegation made by one party that the other has not been bargaining in good faith. These allegations are filed with an Employment Relations Board, which usually has administrative law judges who conduct a hearing and rule whether the charges are founded, and, if so, decide the appropriate remedy. The definition of good faith bargaining, therefore, undergoes continual review and redefinition by administrative law judges and the courts. Through this process unfair labor practice and court decisions provide a more detailed definition of good faith bargaining, what is permissable in the negotiations process, and mandatory topic of bargaining.

3. The method for resolving issues the parties are not able to resolve through the negotiation process and on which the parties are said to have reached impasse. The negotiation process requires a good faith effort to reach agreement on mandatory topics of bargaining. The laws governing this process do not require that either party make concessions on any issue. In some cases, the parties may drop demands that are not high priorities when it is realized no gains can be made on those issues. Impasse usu-

ally will be reached on issues that are high priority when no agreement resolving the issue is achieved. It is, therefore, important that the parties be aware of their priorities and that not all issues be identified as priorities, since all proposals and/or goals cannot be realized. Negotiation is a give-and-take process. Very often the compromise reached to resolve an issue is not the solution originally sought by either party.

**B. Dynamics Involved in the Process**

During the negotiation process, numerous relationships develop. Aside from the obvious relationship between the employee representatives and the employer at the bargaining table, there are also other relationships that develop within the union and management groups.

Relationships in which the employee representative (union) become involved include:

1. Various committees that are formed to direct the negotiating team, such as the committee formed to analyze the particular contract provisions, the public relations committee, etc.,
2. General membership of the union, to keep them aware of the negotiations and up to date, and
3. Outside influences including the public and various community support groups, should community support become necessary as negotiations begin to reach a critical stage.

The employer representatives must deal and interrelate with:

1. The chief administrative officer (superintendent), who may or may not be present at the bargaining table,
2. The policy making body (Board of Education) which provides the overall parameters for negotiations,
3. Specific members of the management team who would be directly affected by a particular proposal, to determine the impact of a proposal and feasible ways of resolving a concern without limiting the individual's operation,
4. Outside influences, to keep the community informed of the issues and reasons for taking a position should negotiations reach a critical stage and the community need to be alerted. This would occur as the parties approach an impasse situation.

## INTERRELATIONSHIP OF NEGOTIATIONS

5. The political aspect of an elected body, providing overall direction to their representatives while maintaining the necessary political amenities for possible re-election.

The dynamics of the negotiations process become extremely complex in that there is ongoing communication among these various elements, affecting the interaction and negotiations at the bargaining table.

### C. Outside Forces

Additional outside forces that must be recognized by both parties include federally mandated programs and state and local statutes, which must be complied with, but which can drain the local district.

In the public sector, the outside forces provide the greatest amount of uncertainty in the negotiation process. Specifically, public opinion must be kept in favor of the education programs. This requires credibility for the administration (management) in order to secure the required funds to maintain an appropriate program and avoid cuts. In addition, reasonable wages must be provided to enable continuation of competitive salaries and attrition of qualified and desirable personnel. The balance between benefiting education and providing reasonable competitive wages must be maintained, while being open with the public and maintaining a credible position.

### D. How the Principles and Dynamics Affect Negotiations

The relationship between the principles and dynamics of collective bargaining is what makes negotiations a multi-faceted process. The principles provide a framework in which negotiations are expected to take place. The dynamics influence the means by which each party attempts to achieve its goals. The relationship between the principles and dynamics is what provides the unknowns to negotiations in the public sector and affects the eventual outcome. These are the tools and constraints within which a contract or specific provisions must be proposed, modified, and eventually resolved by the parties.

## III. Summary

The collective bargaining process in the public sector is defined by specific rules dictated by state laws. These state laws draw from the National Labor Relations Act in defining the rules under which collective bargaining is to be conducted. Each state may use the NLRB as guidelines and may make changes in them to meet the needs of the state.

An additional level of dynamics must be considered when reviewing the collective bargaining process in the public sector. These dynamics consist of the relationships that develop between the representatives at the bargaining table and all other forces and factors impacting on the collective bargaining process. These interactions often will affect the eventual outcome of negotiations in the public sector and must be considered in the process.

The principles and dynamics in each particular locale will vary depending on the experience and approach of the parties to collective bargaining. The relationships have been identified, but the reaction to these relationships by the parties will vary in order to meet the particular needs of management and the union.

# CHAPTER II
# PREPARATION FOR NEGOTIATIONS

## I. INTRODUCTION

Preparation is a key component of successful negotiations and often can make the difference between achievement and non-achievement of a goal. Preparation for negotiations includes the selection of the bargaining team and chief spokesperson, collection of data, and identification of priorities for both union and management.

If appropriate time and effort are put into the preparation for negotiations, the management and/or the union will be well on its/their way to a successful round of negotiations.

### A. Selection of a Bargaining Team

Each side in negotiations uses its own method for determining who will be on its bargaining team. Unions often choose to elect their team representatives. Management will either have an "in-house" negotiator, who may also handle administration of the contract, or it may bring in an outside negotiator or attorney who will head up the management team. The most important goal for a bargaining team is unity. This unity must be maintained at the bargaining table. Any disagreements must be discussed by the team in a caucus and not at the bargaining table. Following the selection of a bargaining team, roles can be assigned to team members including a second in command to the chief negotiator, who assists the chief negotiator both at the table and during the caucus, and an individual to take notes for the team. Delegation of assignments should be left to the chief negotiator based on his/her needs.

It is at the point of preparations for negotiations where media/library professionals should become involved in the process, in order to increase the possibility of realizing their concerns. Placement of a media/library professional on the negotiating team fur-

ther increases the opportunity of achieving the media goals. By having a media/library professional on the negotiating team where final decisions are to be made regarding the status of each proposal, a minority member of the overall bargaining unit can have a major role in determining what will be incorporated into the contract. To strengthen the position of a media/library professional who is on the negotiating team, the internal decision making process of the bargaining team can be used to provide additional leverage to a minority member of the team. The method of decision making which would best serve the media/library professional who is a member of a bargaining team is to require that consensus be reached within the bargaining team when concessions and agreements are made. This will provide the media/library professional veto power regarding settlement or withdrawal of all issues. This method of decision making does have pros and cons. A negative aspect of consensus decision making is that if the team can not reach internal consensus on major issues, progress in negotiations will be very slow, with each individual on the bargaining team representing a faction of the bargaining unit and holding out for his/her respective provisions. A positive aspect is that within a negotiating team, a minority member of a bargaining unit can have a significant impact in the outcome of negotiations.

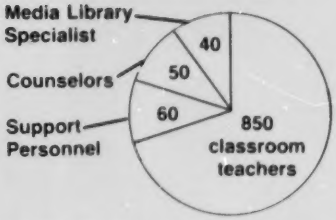
The requirement of consensus is an enormous responsibility for each individual of the team that uses this decision making system. A result of disagreement within a bargaining team could be a work stoppage. While a veto is possible when consensus is required, the ability of the other bargaining team members to persuade the holdouts on the team is the best method of achieving agreement within a negotiating team. This is where preparation by each individual team member on all issues will best serve the internal process of the negotiating team as well as negotiations overall.

**B. Chief Spokesperson**

The position of chief spokesperson is a crucial position in negotiations. This individual controls what is to happen within the bargaining team in hopes of controlling what takes place at the bargaining table.

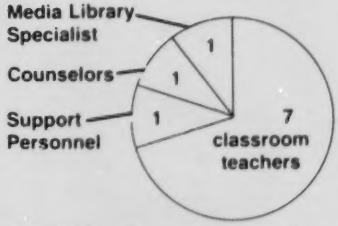
## IMPACT OF CONSENSUS

**BARGAINING UNIT; 1000**



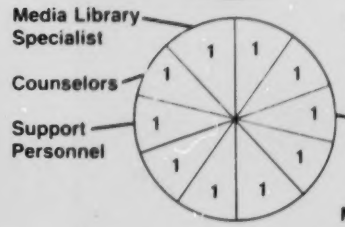

| % of BARGAINING UNIT | |
|---|---|
| Classroom Teachers | 85 |
| Support Personnel | 6 |
| Counselors | 5 |
| Media Library Specialist | 4 |

**BARGAINING TEAM; 10**




| | % of BARGAINING UNIT | % of BARGAINING TEAM |
|---|---|---|
| Classroom Teachers | 85 | 70 |
| Support Personnel | 6 | 10 |
| Counselors | 5 | 10 |
| Media Library Specialist | 4 | 10 |

**BARGAINING TEAM; 10**




With consensus the impact by each individual bargaining team member on negotiations = 100%

Media Library Specialist 4%, of Bargaining Unit, 10 of Bargaining Team, 100% Impact with Consensus

The chief spokesperson is ultimately responsible for all aspects of the team during the negotiations process including:

1. Submission of demands,
2. Conducting the negotiations for the team at the bargaining table, and
3. Maintaining team discipline at the bargaining table.

Among the characteristics of an ideal chief negotiator are:

1. Leadership to guide the team with confidence, and the ability to make decisions under pressure.
2. Integrity to build up a trust between the parties. This integrity can make the difference in how the negotiations will end up, based on what is conveyed at the bargaining table and how well promises are kept.
3. Verbal ability in conveying the respective position of the team he/she represents in persuading the other side to his/her position.
4. Ability to read the other team, by both watching and listening to what is said and done by all members of the other negotiating team, with assistance from his/her own team members.
5. Ability to work well with others, including his/her own team, the other negotiating team, the people the teams represent, and any outside forces.

While an ideal chief negotiator will possess some aspect of these attributes, he/she must also be part of the negotiating team, which includes taking part in caucus discussion and any ensuing irritation, anger, and frustration. The chief negotiator will be able to leave these negative emotions in the caucus room and return to the bargaining table fresh and with a clear open mind. The chief negotiator must remember that the ultimate goal is a settlement that will benefit the people being represented.

It is essential for the chief negotiator to be present at discussions with the decision making groups and to be included in strategy sessions and priority determination. In order for a chief negotiator to appropriately represent his/her constituents, he/she must know the priorities and goals of the constituents so that a plan can be devised to arrive at that point. In failing to provide the chief negotiator with this information, the constituents are doing a disservice to the chief negotiator and a disservice to the groups being represented, as it is impossible to provide the best job with inadequate information.

**C. Collection of Data**

As previously stated, a key to successful negotiations is preparation. The parties must be familiar with the issues, the events that caused them, and why they are issues. Proper preparation before the onset of negotiations is the surest way of defending and ultimately achieving a high priority issue.

It is a common practice for unions to establish committees to deal with major issues. These committees may be chaired by a negotiating team member who will collect input from the bargaining unit members. If appropriate, language for an initial demand will be drafted. This is another key area for media/library professionals to become involved in the process. Involvement at this level could lead to a committee recommendation of a key media issue and submission of recommended language to the negotiating team and eventually to the other side. Once the information is collected, the committee composing and reviewing language for initial demands will review each issue and determine whether it will be included in the initial submission of demands.

Other means of input into the preparation for negotiations include the review and analysis of grievances, and arbitration awards that occurred during the life of the expiring contract. These issues have already proven a problem, and it can be expected that one of the parties will submit revisions to these areas as part of the initial demands. In addition, contracts from neighboring areas or districts, including items that may not be pressing, but would be beneficial to the respective parties, should be reviewed. A determination is then made as to whether a proposal should be submitted.

Management will use similar methods of preparation for negotiations. A significant amount of input for management will be provided from the level of management that must work day-to-day with the provisions of the contract. It is these individuals who provide the bulk of the input to management, alerting their representatives to problem areas.

Following collection of the data, the bargaining teams can review the concerns and language submitted by the committees. From this input, language can be drafted into a total package of proposals for submission to the other team.

By taking the time to review and prepare for negotiations, the

demands of the other side should become apparent. This anticipation of demands to be submitted by the other party will allow for development of a strategy and rationale regarding the anticipated proposal, and allow for better preparation if the demand is submitted.

After the data indicating the concerns of the individuals being represented is collected, key issues should be isolated. These key issues are those that are of particular concern to the represented party and that will be among the final issues resolved or dropped during the negotiations.

The process of identification of key issues does not have to be done at the outset of negotiations. It is a process that will become apparent as the negotiations proceed and key issues are not resolved, but left on the bargaining table for future resolution. In the case of media/library professionals, key issues may include aides, student ratios, release time, etc. It is very important that when key issues are finally isolated that it is understood by all concerned that these issues may not be achievable. It is important that an honest effort be made at solving problems, but eventually a decision will have to be made as to whether the issue is obtainable and/or whether concerted action is warranted and will secure the desired resolution. If the negotiating team has been measuring the discussion and position taken during the negotiations by the other side, it should be apparent whether a last minute solution will be achieved or whether the issue will not be satisfactorily resolved. If it appears that an issue will not be resolved, and it is an issue on which the team has been directed to find a resolution, a decision will have to be made regarding the best means of settling the issue. It is important that a team not become "locked in" to a particular item too early in negotiations. Since collective bargaining is a give-and-take process, a more important item may be achieved in exchange for a less important item. Flexibility must be maintained.

For media/library professionals there is an additional factor in achieving a key issue. Since this group is usually a small segment of the bargaining unit, additional pressure must be brought on their representatives, urging them to resolve their concerns successfully. To the bargaining team, it is but one faction that must be made content. The bargaining team must appease a majority

of the bargaining unit made up of the numerous interest groups, while considering whether a demand can be achieved and at what cost.

During the process of collecting input for the negotiations, many an impassioned plea will be put forth explaining why a particular provision must be changed. Not only the impassioned pleas should be considered, but the less dramatic requests should be reviewed, with particular emphasis on the rationale for the needed change. This rationale will serve the bargaining team at the bargaining table and also will assist in compromising on an issue. In many cases, the particular solution sought by a bargaining unit faction will not be achievable, but an alternative solution to the problem will be within reach through compromise. If the issue and rationale are known, the bargaining team can work toward alleviating the problem.

Following a thorough collection of data and issues, demands are prepared and presented in one of the two following ways:

1. A list of issues is submitted with negotiation of the specific provisions and language to follow; or

2. Proposed language is submitted covering the provisions and issues where changes is desired.

Both methods require negotiations on the issue itself, as well as language. Method 1 attempts to identify and isolate the concerns of the parties and eventually reach agreement on an intent to resolve the problem. Once this is completed, language can be drafted by the parties reflecting the intent of the resolution. This method is indicative of a relationship based on trust and very often the major pitfall of this method is avoided because of that trust. The problem with this method arises when the parties end up in dual negotiations; one to agree on the intent of the resolution, and a subsequent negotiation on the actual language to be in the contract. Depending on the language used, the intent of the resolution could be altered. This will not occur when the parties know each other and will honor their commitment.

The second method allows the negotiation of intent and language to occur simultaneously. While this may prolong negotiation on a particular provision, once an issue is settled it does not have to be negotiated a second time. The language and intent are resolved simultaneously.

Whichever method is used, the draft of the proposal should be reviewed by the appropriate parties for corrections, editing, and any changes which may be necessary prior to submission. This should be done by the entire bargaining team and may include committee representatives, bargaining unit members, or any other group which could provide insight into the proposal and verify its intent and accuracy.

The preparation for negotiations is an ongoing process and should not be started only around negotiation time. Input from the union members or administration is of utmost importance. These are the individuals who must work with the contract. Their input is crucial if appropriate changes are to be made in the working agreement between the parties.

## II. PRIORITY ISSUES

Priority issues are those provisions that the union and management feel they must have in the contract. Union priorities include provisions that deal with its security. The union must also attempt to secure provisions that protect the individual rights of its members, such as seniority provisions. Management, on the other hand, should attempt to specify and protect its rights. Finally, there are provisions that will assist media/library professionals in their job performance dealing with various areas.

## III. UNION

A union, as an entity, has provisions that it must secure in order to operate as a union and assure its continued existence. Unions need to be sure a contract has:

**A. A recognition clause,** which identifies and defines the bargaining unit and specifically states which positions are included and excluded. This is usually determined by an employment relations board election process in states that have a public sector collective bargaining law. Voluntary recognition may also be granted by the governing body of the employer. However, if the governing body of the employer agrees to voluntary recognition, specific language should be developed that clearly identifies inclusions and exclusions in the bargaining unit.

**B. Union security** encompasses several provisions aimed at assuring the continued existence of the Union. Included in this area are:

1. *Union shop or agency shop provisions,* which require an individual included in the bargaining unit to join the union (union shop) or pay up to the equivalent of union dues (agency shop) after a stated period of time, as a condition of employment.

The proponents of this type of provision take the position that if an employee is benefitting from a union negotiated contract, that individual should pay his/her portion of the cost of negotiating that contract. Opponents view this type of provision as a violation of an individual's right to join or pay a fee to an organization he/she does not support. There are states that have "right to work" laws, which prohibit union shop and agency shop provisions. States that allow union security provisions have upheld termination of employees who refuse to comply with union security provisions.

The result of union security provisions is that the union will have money available to represent its members. In states where union security provisions are not allowed, a union may have been selected as the bargaining agent, but cannot convince enough of the bargaining unit to pay dues. This could lead to a union having to represent a local union and not having money to carry out this responsibility, which, in turn, discourages unionization.

**2. Dues deduction** requires the employer to deduct union dues or agency shop fees from a bargaining unit member's paycheck automatically and forward the dues directly to the union, after authorization is given by the individual. This authorization is usually in the form of cards that provide the legal requirements needed to deduct money from an employee's paycheck. These authorization cards, provided by the union, must be signed by the employee. Like all other bill collectors, a union may have trouble collecting fees from unhappy or disgruntled members. An automatic dues deduction provision eliminates the problem of dues collection for the union.

**3. Duration section,** which stipulates the date the contract will expire.

## IV. INDIVIDUAL SECURITY

Several provisions of the contract are directed at the security of individuals making up the bargaining unit. Individual security provisions are meant to establish individual rights and set forth procedures that will affect individuals. Among these provisions are:

**A. Seniority provisions** are strictly a product of a contract. Seniority provisions are used in conjunction with other appropriate provisions for such things as promotions, transfers, and layoffs. A seniority provision specifies when and how seniority is calculated. Seniority usually is based on the length of time an individual has been with that employer. The advantages of using a seniority system are that it is easy to determine and administer, and rewards longevity. It does serve to prevent rapid promotion within a bargaining unit or rewarding outstanding achievement, if promotion is based solely on seniority. In many recent court cases, a strict seniority system has been questioned since it may be a means of continuing past discrimination when the economy tightens and layoffs become necessary.

**B. Individual security** is often a specific contract section which covers concerns unique to each locale. Often it is necessary to incorporate specific concerns of the local bargaining unit in this area of a contract.

## V. MANAGEMENT PRIORITIES

In conjunction with the demands and concerns of the union as an entity, and the individuals it represents, management also has provisions it feels must be included in a contract.

Among the primary objectives of management are assuring flexibility and maintaining the right to run its operation. The situation often requires management to agree to provisions that give away some of its right to manage, but are necessary in order to achieve an agreement. Proposals and counterproposals are made in an attempt to meet the concerns of the union without requiring management to surrender its prerogatives totally.

In keeping with this general philosophical approach, management will attempt to negotiate provisions that will prevent reopening of the contract during its life, guarantee the residual

rights of management, and prevent a walkout during the life of the contract. Methods of accomplishing these goals include provisions such as:

**A. An "entire agreement" clause** is a provision that states that the parties have made all their proposals and the contract is the only document binding the parties. A properly written entire agreement clause will negate any requirement to negotiate an issue during the life of the contract, unless the parties mutually agree to do so.

**B. Management rights provisions** are statements in the contract that confirm that all rights belong to management, except those items specifically granted under the contract. As a result of decisions that have been handed down, some management representatives have taken to incorporating an extensive list of management's rights by way of illustration and not limitation. However, it is more difficult to secure this type of provision, and therefore it is not always obtained. This type of extensive list is an attempt to specifically list the residual rights of management that have tended to become eroded over the years by incorporation of a general blanket statement and arbitration interpretation.

The residual rights of management is the understanding that all rights not specifically given away by management in the contract remain with management. Over the years, this has been the dominant understanding regarding the rights of management. However, the residual rights doctrine has become eroded by various rulings that indicate that certain mandatory topics of bargaining must be negotiated prior to any action being taken.

As a result of this erosion of management rights, provisions are required to guarantee this right contractually.

**C. No strike clauses** are directed at preventing any type of concerted activity, i.e., work stoppage and slowdowns. This is a protection that guarantees the continuation of services during the life of a contract. In many states, it is illegal for public sector employees to strike and a no strike clause in the contract will also make concerted activity a contract violation, as well as an illegal act, in those states where strikes are prohibited.

**D. Save harmless provisions** are usually coupled with union security provisions. When a union is successful in negotiating,

for example, an agency shop and dues deduction provisions, management agrees to deduct up to the equivalent of union dues for the union as a condition of employment. As a result, a save harmless provision indemnifies the governing body of management from any lawsuits that result from agreeing and enforcing the union security and does deduction provisions, i.e., termination of an employee who refuses to comply with this provision. A save harmless provision will require the union to defend or reimburse management for any defense should a lawsuit be brought by an employee or group who disagrees with the actions taken.

## VI. GRIEVANCE PROCEDURE

The grievance procedure has been separated from the other key issues because of its extreme importance. The grievance procedure is important to all parties, as it is the enforcement provision of the contract. When there is alleged violation of a provision of the contract, the grievance procedure is the means of peacefully resolving the dispute. When there is an alleged violation of the contract, a grievance would be filed as the vehicle to determine the validity of the allegation and determine whether the issue can be settled prior to the final step.

### A. Definition

The definition of a grievance is of utmost importance. In most cases, a grievance is an alleged violation, misinterpretation, or misapplication of the contract. This applies only to the negotiated contract and does not apply to the personnel policies or provisions, as long as those policies do not conflict with the contract. In addition, the definition will specify who may file a grievance, and whether the union may file a grievance when there is no complaint by an individual.

### B. Timelines

The grievance procedure should specify within what period of time a grievance can be filed after an employee has become aware of the alleged contract violation. From the filing of the grievance,

specific timelines should be incorporated and followed in an attempt to determine a resolution.

### C. Steps of the Grievance Procedure

The first step of the grievance procedure should be the submission of the grievance in writing followed by a discussion with the grievant's immediate supervisor. If no resolution is found at that level, the grievance will then proceed through the grievance steps. In appealing an unsatisfactory response, timelines should be followed as specified above.

### D. Final Step

In many cases, the final step of the grievance procedure is binding arbitration. This process involves an impartial third party who is selected by the two parties involved in the dispute. The third party will receive evidence and testimony in an arbitration hearing and make a decision binding on the parties as to the merits of the grievance.

Binding arbitration, as a final step, has its pros and cons. It provides a method of resolving contract disputes without going to court. Arbitrations can be presented by the parties, thereby reducing possible court and attorney fees. A negative point is that arbitration requires that the parties, particularly management, abrogate their rights by turning the issue over to a third party. In some states, abrogation of this responsibility may not be legal.

## VII. GRIEVANCE FORM

The grievance form should contain certain specific information so that both parties fully understand the issue. The grievance should contain:

A. The specific provision(s) that has(have) allegedly been violated.

B. The date of the alleged violation or when the grievant first became aware of the alleged violation.

C. The signature of the grievant.

D. Any remedy requested by the grievant as a means of resolving the dispute.

Additional items can also be included on the grievance form depending on the particular circumstances in your area. For example, the building/employment site and name of the supervisor may also be included on the grievance form.

The grievance procedure assures that contract provisions are enforced, as written and intended by the parties. A contract is as strong as its grievance procedure.

## VIII. SUMMARY

This chapter has dealt with preparation for negotiations. It is this preparation that often determines how negotiations will end.

The selection of the bargaining team will differ for the two parties. Often the union will elect its team, while management will appoint its representatives. The chief spokesperson should have traits which will allow for leadership of his/her own team, as well as the ability to achieve the designated goals.

Data collection is the key to drafting proposals and anticipating demands from the other side. Collection of data for management can come from such places as:

—grievances and/or arbitration cases
—front line supervisors
—language analysis
—anticipated and existing problems
—the public.

Input for the unions may come through a committee structure and from such places as:

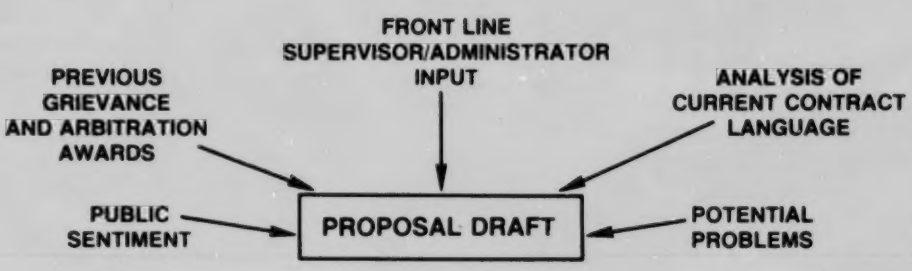
—grievances and/or arbitration
—rank and file
—language analysis
—anticipated and existing problems
—demands similar to those of other unions in the area.

Once the data is collected, language can be drafted for proposal. In addition, demands from the other party can be anticipated and preparation can be made for expected proposals.

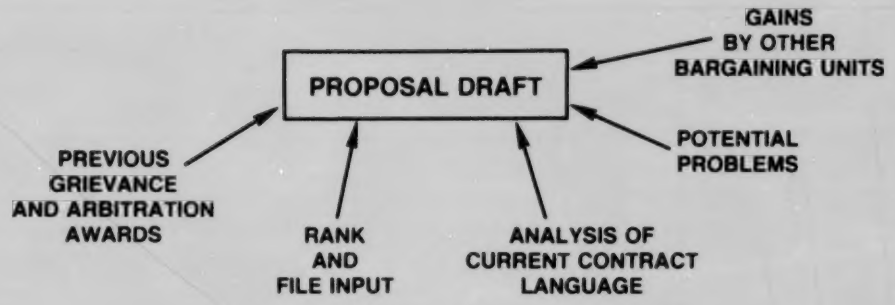
Finally, priority issues, which are usually incorporated in a first contract, can be expected if not previously selected by either

## PROPOSAL FOR NEGOTIATIONS

**BOARD PREPARATION FOR NEGOTIATIONS**




**EMPLOYEE PREPARATION FOR NEGOTIATIONS**



party. Subsequent language protecting management and the union can also be secured when it is understood by the parties why the provisions are necessary.

Media library/professionals should get involved as much as possible in order to secure their demands. By assuring a consensus among their team members in making decisions, veto power and additional leverage will be achieved. In addition, early involvement by media/library professionals will provide credibility and respect, adding credence to the proposals of media/library professionals and assuring support from the other team members when the negotiations begin to heat up.

# CHAPTER III
# NEGOTIATING THE COLLECTIVE BARGAINING AGREEMENT

## I. INTRODUCTION

Upon completion of the preparation the parties are ready to begin meeting to negotiate a contract. Collective bargaining has placed a shroud of secrecy on the negotiations process, so the procedures and actions at the bargaining table are not known to the novice negotiator. The parties do not usually sit at the table pounding their fists and shoes. Rather, there is a general procedure used in negotiations which will vary from district to district.

The collective bargaining process in which media/library professionals are involved is usually well established, although deviations will be used in an attempt to gain an advantage.

This chapter will attempt to explain the procedures used in negotiations, including what is involved in ground rules, what takes place, uses of a caucus, what good faith bargaining is, making package proposals, reaching tentative agreements, and what happens if the parties cannot reach an agreement—impasse.

## II. GROUND RULES

The initial session of negotiations is usually used to establish ground rules for negotiations and the introduction of the negotiating teams.

Ground rules are voluntarily entered into by the parties to set a framework for conducting negotiations. In most cases, ground rules are not required and either party may refuse to agree to any and/or all ground rules. Among the issues usually discussed in the ground rules are:

A. When negotiation sessions will be held and where,

B. Submission of initial proposals,

C. Notification of who is chief spokesperson,

D. If appropriate, issuance of press releases by either party or jointly,

E. Taking of official minutes or taping of sessions, and

F. Meeting schedule.

In many cases, certain ground rules are beneficial to the negotiations process. Ground rules may be used as a means of starting off negotiations on a positive note. However, the ground rule proposals should be carefully reviewed and rejected if they appear to be detrimental to your position, regardless of the goodwill.

The sessions following the establishment of the ground rules are usually spent discussing the initial proposal(s) and getting the rationale for the proposal(s). It is important that the proposal be questioned to determine the specific problem the proposal is meant to remedy. In many cases it will be necessary to question a proposal several times to get to the real purpose of the issue. This questioning will also serve to help determine the priority of the issue and its importance to the proposing party, by how strongly it is defended, physical actions of the explaining team, and other idiosyncracies.

It is important that throughout the negotiations, both parties keep their respective policy making bodies/committees informed of the progress of negotiations. This can be done by setting up a communications system whereby the negotiating teams update the people they represent. Such a system will be helpful as directions and parameters are needed.

## III. CAUCUS

During negotiations, it will become necessary for the teams to call a caucus in order to discuss proposals or issues among themselves. A caucus is a meeting consisting of a single team by themselves. Some of the practical uses of a caucus are:

A. Clarifying, for the chief spokesperson, a particular issue which has been raised by asking and discussing the issue with other team members.

B. Discussion of a proposal to determine the ramifications of the proposal on the overall operation of the district and/or the union membership.

C. Determining whether a compromise should be made on the issue and when that counterproposal should be made.

D. Drafting language in response to a previous proposal.

A caucus can also have strategic value. Among the strategic uses are:

A. To allow a significant point to have an impact by calling a caucus immediately following a discussion.

B. To provide either team the time to deal with individuals/ problems within the team.

C. To allow your own team members to make a comment where a note to the chief negotiator will not suffice.

A caucus is a primary tool in the negotiations process. There are very few limits on a caucus, most of which are made during establishment of ground rules. A caucus should be used to its fullest extent, as it is a time for gathering information, preparing proposals, and planning strategy regarding particular issues.

Depending on the rules used to govern your own team, a caucus is the place where any team dissention should be voiced. Each team should present a solid front at the bargaining table; the caucus is the place for resolving any internal team disputes.

## IV. NEGOTIATIONS

The various facets of negotiations have been reviewed, but when and how are negotiations actually conducted? What is the procedure for conducting negotiations?

There is no single way to conduct negotiations. Many of these questions may be answered in the ground rules. The negotiations process at the bargaining table consists of discussion of proposals and/or issues. These discussions will lead to a counterproposal or a rejection by the other party. Each side attempts to conduct the negotiations from its own proposals, in an attempt to persuade the other party as to the wisdom of agreeing to its particular proposal. Persuasion is one major form of achieving a concession in negotiations. This method is based on rational discussion, sound reasoning, and the ability to point out the problems that will be detrimental to both parties if the contract is not altered. Needless to say, this is a difficult method of bringing about change in a contract provision.

The second way of achieving a gain at the bargaining table is by giving the other side something in exchange for getting what you want. These types of proposals are submitted contingent on

getting something in return. A proposal granting a concession in return for receiving a concession is a contingent proposal, which is either accepted or rejected as proposed, by indicating it is a package proposal. Package proposals usually consist of numerous issues that may be difficult to resolve by themselves; by putting together the appropriate items, several issues are resolved at once. For example, the union may have five issues and management may have five issues on the bargaining table. A package proposal may include the union dropping or withdrawing three issues, compromising one issue, and demanding one issue as originally proposed. In addition the package will contain the contingency that management drop two issues, and compromise three issues. If the union proposes such a "package," management must either accept this proposal in its entirety or reject it. If it is rejected, management could resubmit a package similar to that submitted by the union, containing the same ten issues, with minor changes, as part of a counterproposal. In all cases, proposals should be indicated as *package proposals*.

A major problem with package proposals is that they are often started too early in negotiations. If your particular district starts with hundreds of issues, the proposals cannot be sifted and narrowed at the onset as readily if packaging of proposals is started too early.

## V. GOOD FAITH BARGAINING

During the course of negotiations, the parties are expected to engage in good faith bargaining. Depending on how this phrase is written in your public sector collective bargaining law, good faith bargaining is usually interpreted by reviewing the desire of the party(ies) to reach agreement or strive toward a common ground. In determining whether a party has been guilty of bad faith bargaining, the reviewing body will look at the totality of conduct of the party accused of the violation.

Totality of conduct illustrates the general attitude of a party during negotiations. It has been determined that good faith is lacking if an employer/union refuses:

—To meet with the union/employer upon request,

—To clothe representatives with authority to bargain, and/or

—To enter into a written agreement those items agreed upon.

Other practices which denote bad faith bargaining are:

—Deliberate hampering of negotiations, i.e., stalling and/or dilatury tactics,

—Granting of concessions to employees while negotiating with the union; and/or

—Rejection of all union demands without offering some counter proposals.

These points refer to a portion of the NLRB Standards and may differ according to the law in each state. If any one of the points is alleged against an employer or a union, the determining agency will review the totality of conduct of the party being charged.

## VI. TENTATIVE AGREEMENTS

As negotiations progress, agreement will be reached on various issues, thereby reducing the total number of unresolved issues. As agreement is reached on an issue, it is recommended that a tentative agreement be acknowledged. This is usually done by finalizing the contract language and having the two chief negotiators sign and date the language. This will, under most circumstances, resolve that issue and remove it from further discussion.

When all issues are resolved, it is said that a tentative agreement on the contract has been reached. This agreement is tentative pending ratification by the Board of Education and the designated union group, usually the rank and file governed by the contract.

## VII. IMPASSE

There comes a time when certain issues are not agreed upon by the parties and further discussion/proposals are not forthcoming. When this situation occurs impasse is said to exist between the parties.

## VIII. MEDIATION

When impasse is reached on all outstanding issues, the first step in attempting to resolve the dispute is mediation. Mediation

is a process where a third party, usually an appointed impartial individual, attempts to bring the parties together. A mediator will be left to his/her own devices and will usually meet with the parties in a caucus session and try to find ways to bring the parties together. A mediator will act as a "go between," taking informal offers and discussions to each side in order to narrow the differences and achieve a agreement.

A mediator cannot order either party to accept a proposal. Rather, the mediator's major tools consist of his/her persuasive ability and position as an impartial third party. Another tool rarely used by a mediator, but which could have a significant impact, is a mediator's recommendation. This type of recommendation comes about after a mediator has become familiar with the issues and cannot bring the parties together. At this point a mediator's recommendation, which is a non-binding recommendation, can be made. It consists of a resolution to the issue, as perceived by the mediator. While not binding on the parties, this recommendation could serve as an impetus to the parties, given the public reaction generated should the mediator's recommendation become public.

Despite the efforts of the parties during mediation, settlement is not always achieved during this process. This will bring about the second step in the impasse procedure.

## IX. FACTFINDING

Depending on the impasse procedures in your state, factfinding is usually the next step in the impasse process. Factfinding is the process by which a neutral third party or panel is presented with testimony and exhibits by both parties, regarding the unresolved issues. Each side presents its exhibits, illustrating why the factfinder should recommend the position of that particular group. Exhibits are used to illustrate such items as budgets, similar issues in a comparable labor market area, and ability to pay. Following the hearing, the parties may submit post-hearing briefs. Following receipt of the briefs, the factfinder panel will make an issue-by-issue determination on the outstanding issues.

This method of impasse resolution is preferred by many groups as it provides an opportunity for a neutral party to hear the issues

and make a determination that will become a public document. In addition, the factfinding results are non-binding recommendations. This allows the negotiations process to remain with the parties and prevents the imposition of a settlement on the parties. A drawback of this procedure is that either party may refuse to adopt the factfinder's report. There is no way to require acceptance short of public pressure.

## X. INTEREST ARBITRATION

Interest arbitration[2] is arbitration of unresolved contract provisions by an impartial third party or panel. The difference between interest arbitration and factfinding is that interest arbitration decisions are binding on both parties, whereas factfinding reports are advisory.

There are two major approaches to interest arbitration. The first requires the arbitrator to make a determination on *each issue* by deciding for the position of one party or the other without compromise. This method may lead an arbitrator to divide the awards in an attempt to give each party an equal number of positions. A second method requires an arbitrator to review all outstanding issues of both parties and make an award based on the final overall position of one party or the other.

The advantage of interest arbitration is that it provides a solution to a negotiations impasse and allows both parties to save face in resolving the dispute by turning the issue over to a third party. It will usually avoid strike/lockout by the parties. The disadvantages of interest arbitration are that it may impede the negotiations process when either party feels it can do better in interest arbitration than through the negotiations process. In addition, interest arbitration removes the settlement from the parties involved and allows a third party to impose a settlement on the participants.

The two methods of interest arbitration also have their individual advantages and disadvantages. Option One allows an arbitrator to investigate and rule on each outstanding issue. The

[2] Interest arbitration differs from grievance arbitration in that grievance arbitration is used to resolve contract interpretation questions, while interest arbitration is used to resolve contract negotiation disputes.

arbitrator, therefore, is allowed to make a determination on each issue on its merits. One drawback to this method is the tendency to split the issues. A second major drawback is that at the point of impasse, the parties have given as much as they feel is possible. An arbitrator may feel that by splitting the issue an equitable settlement is reached when, in fact, the parties have already given to the limit and entering into interest arbitration is an attempt to get a little more that could not be achieved at the bargaining table.

Option Two allows the arbitrator to rule on the overall total packages of the parties. This will tend to bring the parties closer together in their proposals, so that an arbitrator will not find the offer of one of the parties so outlandish as to sway all the issues to the other side. The final offer, total package approach, does prohibit a determination on an issue-by-issue basis, and an arbitrator will be required to weigh all the facts in each package when deciding for a particular party.

Interest arbitration has been used in an attempt to avoid an interruption to essential services and provide a means of settling a dispute, such as in the case of police and fire departments. As stated previously, interest arbitration takes the negotiations away from the parties. However, without interest arbitration, concerted activity would be the alternative used by unions to bring about a desired result.

## XI. STRIKES

A strike, including lockout, slowdown, "chalkboard flu," or any type of concerted activity, represents a breakdown in the negotiations process. A strike/lockout relegates the discussion aspect of collective bargaining to a secondary position and brings to the forefront the power relationship of the parties.

There are numerous reasons for a strike/lockout including:

—Failure of either party to achieve previously set minimum goals at the bargaining table,

—Failure to complete negotiations before the strike deadline, i.e., the parties run out of time,

—Internal political problems within the union which result in a strike, i.e., lack of leadership, rank and file disenchantment.

—Attempt by the other party to take away or change a previously negotiated right without offering something in return. The reasons for strikes are unique to each situation. A large part of the causes of strikes can be linked to a failure on the part of the negotiating teams. During the course of negotiations, both teams should be identifying their own and the other team's major issues. This can be done by learning the habits and reactions of the other team. These major issues should be communicated to the governing body/executive board, and a constant re-evaluation of the respective positions undertaken. If the ruling body decides that a strike will be necessary to achieve a goal, the negotiating team has its their job. Identification of strike issues and a decision on compromise or outright denial should be made with an understanding of the ramifications in mind.

In making a determination on whether strike action should be taken, the parties must evaluate the following issues:

—Is the achievement of the objectives within the ability of the other party to grant?

—Will a strike be an effective tool to achieve the desired objectives?

—Does the constituency support the strike?

—Is there community support?

—Will the strike be successful?

These issues should be answered in the affirmative if a strike is to be undertaken. If a Board has a history of capitulation in the face of a strike, it would, on the surface, appear to be a good tactic. However, if the Board has a history of refusing to reward a strike, this type of action should be carefully reviewed. A strike is a tool of last resort. It may achieve financial and contractual rewards, but the potential damage and dissension is immense and will affect:

—students

—the community

—the rank and file

—the Board/ruling body

—the union

A strike represents a failure by the parties. It is used, illegally in many cases, when employees perceive an unfair situation and no alternative for changing it.

## XII. TENTATIVE AGREEMENT

Following the weeks and months of negotiations, a tentative agreement is reached on all issues. The agreement is usually tentative. depending on the procedures of the parties, until the agreement can be ratified by the parties. Before leaving the bargaining table, all language should be signed off and confirmed. This could prevent possible disagreement later, which could jeopardize the ratification process.

It is often asked why two groups of people would put themselves through this lengthy and often tedious process. This question usually can be answered at the conclusion of negotiations, when the parties experience the exhilaration of reaching settlement. The time, frustration, and disagreements are forgotten and the parties can set about implementing the new contract.

## XIII. SUMMARY

Negotiation of the collective bargaining agreement follows certain procedures which develop with each district. These procedures and the styles of the teams include:

—establishment of ground rules,
—uses of the caucus,
—strategies and tactics of each party,
—drafting language during negotiations, and
—good faith bargaining.

If settlement is not achieved and impasse is reached, the impasse procedures which will be implemented include:

—mediation
—factfinding
—interest arbitration
—strikes/lockouts.

Throughout the negotiations process, the goal is a settlement within the parameters established by the governing bodies. It is the responsibility of the negotiating teams constantly to reappraise and inform their governing bodies of changes in the position of the other party which will require an adjustment in strategy and tactics in order to achieve the goals and objectives, knowing the power relationship of the parties.

# CHAPTER IV
# AN ANALYSIS OF EXISTING COLLECTIVE BARGAINING AGREEMENTS WHICH RELATE TO MEDIA/LIBRARY PROFESSIONALS

## I. INTRODUCTION

The authors have made an analysis of current comprehensive teacher agreements representing K-12 education in America today. As a result of this analysis, one can see that organized teachers and media/library professionals have improved their working conditions and job security, and increased their professional autonomy. The major criterion used in making the analysis of these bargaining agreements is the presence or absence of contract provisions relating to media/library professionals or their programs. In order to secure a representative sample, the authors used a national sample selected by the NEA Research Office in Washington, D.C. The contracts in this sample represent 1977–79 comprehensive agreements. The NEA national sample for collective bargaining contracts represents 1,001 contracts. The design for the sample used was based on the folllowing criteria:

A. The total number of public school districts with an enrollment of 12,000 pupils or more as of December, 1976, was 565. All of these school districts were included in the sample. Then, a selected sample representing the remaining 15,499 public school districts was used—with a permissible error of .05% at the 95 percentile confidence level (student enrollments from 1 to 11,999 students). The sample selected was 436 school districts. After the first school district was randomly selected, thereafter every 35th school district was chosen for inclusion in this sample. The total of the sample then represented 1,001 school districts. The authors then examined a sample of 100 contracts of the 1,001 contracts chosen by the NEA Research Office. The sample represented all geographical areas of the United States, including large and small districts. The authors read each of the sample contracts to obtain the data used in this book. Only those contracts that con-

tained a particular provision relating to media/library professionals or their programs were quoted for the analysis. The sample indicates only whether a provision was in the contract, but does not evaluate the strength or weakness of the provision. The design was to determine what types of non-economic provisions have been included in teacher contracts that will have an impact on the media/library professional or his/her program.

B. The second phase of the analysis of teacher contracts was the request made by the authors in several national publications, asking media/library professionals to send sample contracts to the authors. They were of special interest if the contracts had provisions relating to media/library programs. During this phase, the authors had an opportunity to correspond with media/library professionals and discuss how they gained these provisions in their contracts.

C. The third phase was the examination of contracts collected by the Florida Association for Media in Education. These reflect county contracts in Florida, which have provisions relating to media/library professionals and their programs. Major findings from the analysis of the national sample, the contracts contributed by media/library professionals, and the contracts collected in Florida are examined here in relation to key provisions that have an impact on the media/library professional and his/her program. It is hoped that through the process of identifying key provisions, other media/library professionals will be able to use a similar approach in professional negotiations to strengthen their agreements, and, therefore, promote their welfare.

What are some of the major trends in teacher contracts that affect media/library professionals?

A. There is an identifiable trend in staffing requirements.

B. There is an increase in language relating to various aspects of the media collection.

C. There are implications for the management of media/library programs.

## II. SELECTION OF THE MEDIA/LIBRARY PROVISIONS

The authors carefully examined the 100 national sample contracts in order to identify those non-compensatory provisions that

pertain to media/library professionals or their programs. It is noted that, in the NEA "Negotiation Research Digest" of May, 1971, it was found that in 22.4% of the 978 contracts analyzed, media/library professionals were identified as a separate classification division. This classification identified them as members of the teacher contract bargaining unit.[3] The authors have selected a few sample provisions relating to recognition for inclusion in this section. In most cases, the media/library professional was identified as a certified professional in the contract language. This is verified in the earlier NEA research of May, 1971. In many of these contracts, the program elements relating to media/library programs, special welfare benefits, or working conditions for media/library professionals were not identified. There is, however, a relationship between being identified as a media/library professional, and having the contract expanded to include a number of provisions which relate to media/library programs and other non-economic factors. The authors examined the current comprehensive contract provisions and selected the following provisions to be included in this book:

A. Recognition
B. Rights and privileges
C. Required media/library personnel
D. Work year and extra pay
E. Non discrimination
F. Assignments
G. Non-teaching duties
H. Duty days
I. Released time
J. Travel time
K. Clerical assistance
L. Instructional materials and equipment
M. Evaluation of materials
N. Media/library facilities
O. Library policies
P. Vacancies
Q. Use of substitutes
R. Reduction in force

[3] National Education Associating, *Negotiations Research Digest* (Washington, D.C.: NEA, May 1971), p. 19.

S. Instructional materials
T. In-service programs
U. Curriculum Committee
V. Professional libraries
W. Media/Library program statements
X. Use of audio-visual instructional aides
Y. Professional organizations

The choice of these provisions within the negotiated contract is based on two important criteria: (1) they are linked to the concerns that media/library professionals have about working conditions, job security, and professional autonomy; and (2) they influence the ways in which media/library services are to be delivered to students and teachers.

## III. KEY CONTRACT PROVISIONS

After examining the sample contracts, as well as the contracts supplied to the authors by media/library professionals and the Florida Association for Media in Education, it has become apparent that the recognition provision was the first step toward improvement of contract language relating to the improvement of the welfare of the media/library professionals.

### Sample Recognition Language

| | |
|---|---|
| **Wichita Article II, Section A, Par. 2, pg. 4** | "The grouping of jobs or positions constituting this unit are all positions which are compensated for by placement on the Teachers Salary Schedule (see Article V, Section C) herein and all positions which are compensated for by placement on the Health Services and Occupations Salary Schedule (see Article V, Section C) herein. The above positions include, but are not limited to, Classroom Teachers, Librarians, Counselors, Special Teachers, and Nurses." |

**Phoenix Section A Definitions No. 5 & 6**

Negotiating Unit shall mean all certificated personnel and other professional personnel who are employed or are to be employed under contract by the School Board.

This shall include the following:
(a) Classroom teachers
(b) Librarians
(c) Counselors
(d) Speech Therapists
(e) Special Area Teachers
(f) Nurses

**Albuquerque 1.01 Definitions Page 1–A**

"The term "teacher" for the purpose of this Agreement shall mean all certified employees whose salaries are based on the teacher salary schedule or as provided herein. All employees whose salaries are based on other salary schedules are excluded from this unit."

**Anne Arundel County Public Schools**

"Substitutes shall normally be provided for all teachers absent from their regular teaching assignment including art, music and physical education. Only after reasonable but unsuccessful efforts to obtain substitutes shall the principal assign teachers to other teachers' classes during their non-teaching periods."

**Rights and Privileges Language**

**A. Sample Contract Language Relating to Rights and Privileges.**

The contract language relating to rights and privileges is included in the area of teachers' rights. It was found that any section relating to the media/library professional must have lan-

guage stating that they are protected under the rights and provisions of classroom teachers. The most important provision of the contract relating to their rights is that of the grievance procedure, which, according to all professional labor negotiators, constitutes the heart of the contract. Without a strong provision on grievance, other contract provisions may prove to be unenforceable. Such provisions as non-teaching duties of media/library professionals, the area of supplemental pay for extra work, staffing arrangements, working conditions in the media center, the use of media aides, an increase or decrease in the use of student contact hours—all relate to the working conditions and general welfare of the media/library professional. Grievance procedures are included in the general contract and affect members of the bargaining unit. These procedures are often used to protect staff during periods of reduction in force or transfer of staff. The inclusion of good grievance procedures can lessen the demand by management to reduce certified media/library professionals and replace them with aides. The incorporation of the assignment of media/library staff may be considered one of the most critical areas of concern for media/library professionals, because this affects one of management's major rights. In some contracts the criteria of seniority and credentials have been the basis of negotiated contracts. Thus, all the provisions listed in a negotiated contract should be subject to the grievance procedures, and, therefore, the media/library professional must understand how to use these provisions.

The following is sample language from negotiated contracts that offset the working conditions and welfare of the media/library professionals.

**Sample Language Related to the Employment of Media/ Library Professionals**

| | |
|---|---|
| **Ann Arbor 7.411** | "The Board shall employ one media specialist who works directly with students for each 650 students or major fraction thereof." |

**Chicago**
**15-1**
**p. 41**

"The standard (prescribed by the American Library Association in its STANDARDS FOR SCHOOL LIBRARY PROGRAMS, 1960, and supported by the Office of the Superintendent of Public Instruction in STANDARDS FOR SCHOOL LIBRARY PROGRAMS IN ILLINOIS, 1966) that there shall be one librarian for every 500 students or major fraction thereof shall be a goal toward which to work as funds become available."

**15-19**
**p. 43**

"Trained audiovisual assistants shall be provided in the high school library as soon as funds can be made available."

**Wash., D.C.**
**E-2**
**p. 34**

"2. Librarians

a. Subject to space limitations and budget limitations, a library which meets the American Library Association standards shall be established in each school as expeditiously as possible. As soon as practicable, these libraries shall be converted into media centers.

b. As funds are provided:
   i. Clerical assistance shall be provided for all librarians.
   ii. All school libraries shall be provided with standard library equipment.

c. Librarians shall not be required to serve in more than one school administrative unit; and in any case, the Board shall work toward the end

that each school shall have a librarian.

d. Librarians shall not be assigned regular non-librarian duties which will cause the closing of the library.

e. Where there are two or more professional staff personnel assigned to a media center or library, one shall be designated as team leader. The team leader must have competencies in both school library and audio-visual areas.

f. Librarians shall be given the opportunity to acquire the necessary training for handling non-print materials."

**Kansas City B. P. 6410 p. 24**

"The District may employ teachers and give them responsibilities other than regular classroom duties normally assigned to counselors, school librarians, home school coordinators, remedial teachers, resource teachers or supportive staff teachers.

Consultants provide non-supervisory aid and support to teachers, principals and central office staff through a broad range of activities. The performance of these activities is normally either District-wide, program-wide or program component-wide.

The work year for consultants shall be the same as the work year for teachers.

**B. Sample Language Related to Work Year and Extra Days:**

**Seattle**

"A total of five (5) days shall be made avail-

**Section O: School Libraries #9, p. 58**

able for the academic year at per diem rate for each full time equivalent librarian to use in the opening and closing of the facilities. One or two of the available days may be utilized during winter or spring vacation to complete tasks that cannot be carried out during the school year."

**Colorado Springs p. 46 Article XV Section 4 Librarians**

"Librarians

4.1 Librarians shall be compensated at the rate of 1/182 of their regular salary for each extra duty day.

4.2 There will be ten (10) extra duty days for Senior High librarians and five (5) extra duty days for Junior High librarians.

4.3 Elementary librarians and their principals will decide the number of extra duty days needed and submit proposals to the Superintendent for approval."

**Minneapolis Section F p. 24**

"Work Year for Secondary School Librarians: One librarian per secondary school shall be allowed three (3) duty days in addition to the school year for teachers. These additional duty days will be paid at the librarian's regular rate of pay extended."

**C. Sample Language Related to Nondiscrimination:**

**Wichita Section C Para. 1: p. 5**

Nondiscrimination

"In determining an instructor's assignment, there shall be no discriminatory practice with regard to race, color, religion, sex, national origin or age. The Superintendent shall strive to maintain an equitable balance of instructors in each school building

with regard to race, age, sex, color, and national origin."

**Sample Language Related to Assignment:**

**Kansas City**
**B. P. 6421C**
**A V Conditions**
**p. 27**

"Preparation periods for Audio-Visual Coordinators shall be scheduled the first class hour of the school day whenever possible."

**Gary, IN**
**Article VIII**
**Section B**

"2. Librarians

a. The assignment of each librarian shall recognize that librarians are teachers—licensed, certified, professional personnel who have the responsibility to implement the school library program.

b. The library is the multi-media resource center for the entire school and is intended to be used as needed by students from all classrooms."

**Buffalo, NY**
**Article XXIII**
**Section B**
**p. 39**

"B. Library-Media Specialists

(4) The schedule of the library shall be made out after a joint conference between the Library Media Specialist and the Administrator in charge of scheduling."

**Chicago, ILL**
**15-8**

"The program of the elementary teacher-librarian shall be so arranged as to provide for a minimum of four preparation periods per week for processing books and kindred library tasks, provided that, in addition, teacher-librarians shall be provided not less than the average number of preparation periods accorded to other educational personnel in the school."

| | |
|---|---|
| **15-15** | "Where administratively possible, elementary librarians serving more than one school during one school week and high school librarians shall be assigned duties related only to the library programs." |
| **15-16** | "On the day when a half-time librarian spends the morning at one building and the afternoon at another, he shall be assigned no duties outside of those resulting directly from his library assignment." |

**D. Sample Language Related to Non-Teaching Duties:**

| | |
|---|---|
| **Washington, D.C. Section E 2,d** | "Librarians shall not be assigned regular non-librarian duties which will cause the closing of the library. |
| **New Orleans 32.3** | "Librarians shall not be assigned supervisory duties outside library-related activities." |

**E. Sample Language Related to Duty Days:**

| | |
|---|---|
| **Kansas City BP 6411 p. 25** | "The normal work day for consultants shall be 8:00 a.m. to 3:20 p.m. or ten (10) minutes after school ends, whichever time is later. This includes a thirty (30) minute duty free lunch." |
| **New Orleans 32-1** | "The work day for librarians shall be 8:15 a.m. to 3:30 p.m., with one-half (1/2) hour for lunch. Librarians may begin closing the libraries at 3:25 p.m., in order to be ready to leave at 3:30 p.m." |
| **Ann Arbor Section** | "The duty day for school librarians shall be the same length as that of classroom teach- |

| | |
|---|---|
| **7.419** | ers in that building, but the Board may shift the librarian's duty day at the secondary schools by up to thirty minutes to provide library service before or after school." |

**F. Sample Language Related to Released Time:**

| | |
|---|---|
| **Ann Arbor Section 7.412** | "School librarians shall have released time equivalent to that of classroom teachers in their respective buildings. Provisions shall be made for the librarian to leave the media or learning resource center during released time." |
| **Broward County, FLA Article VI Section K** | "Teachers of art, music, physical education, laboratory sciences, media specialists, speech therapists, reading consultants, visiting teachers, counselors, all special education employees, and cooperative education teachers shall be provided preparation time to the same extent as other employees in the district and the time shall be used for that purpose." |

**G. Sample Language Related to Travel Time:**

| | |
|---|---|
| **Gary, IN Section G** | "When members of the bargaining unit are required, as a part of their normal assignment, to travel from one school to another during the school day, the administration shall make every effort to insure that adequate travel time is provided." |

**H. Sample Language Related to Clerical Assistance:**

| | |
|---|---|
| **Ann Arbor Section 7.413** | "The Board shall provide adequate clerical assistance for each media center." |

**Chicago**
**Article 15**
**15-2**

"The standard (prescribed by the American Library Association in its STANDARDS FOR SCHOOL LIBRARY PROGRAMS, 1960, and supported by the Office of the Superintendent of Public Instruction in STANDARDS FOR SCHOOL LIBRARY PROGRAMS IN ILLINOIS, 1966) that there shall be one library clerk for every 600 students or major fraction thereof shall be a goal toward which to work as funds can be made available."

**15-3**

"The needs of the children shall be taken into consideration when determining the priority for assignment of additional library clerical help in high schools and elementary schools."

**I. Sample Language Related to Instructional Materials and Equipment:**

**Phoenix**
**Section T**
**Article 1**
**p. 22**

"The Board shall provide sufficient and equitable distribution of funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to fulfill their teaching responsibilities."

**Article 2**
**p. 22**

"An improved procedure for reviewing and evaluating books and other instructional materials and supplies shall be instituted as soon as possible after the effective date of this Agreement."

**Article 3**
**p. 22**

"Textbooks and instructional materials in all subject areas and at all grade levels shall be selected so as to best show the cultural

diversity and pluralistic nature of American society in both textural and illustrative material and reflect the most recent authoritative scholarship on the history and contributions of various racial, ethnic, and religious groups and their prominent representatives in American life."

**Ann Arbor Section 7.415**

"All materials for all schools shall be classified, catalogued and processed in a central cataloging center under the supervision and leadership of the Director of Instructional Media."

**Alachua Cty Florida Article VIII Section 9**

"Selection of texts, library books, teaching materials, supplies and equipment shall be consistent with the student needs of each school. The administrators and faculty will select appropriate texts, library books, and teaching materials. The principal and the certified media specialist(s) will cooperatively develop a plan to distribute, inventory and catalog teaching materials which are to be distributed through the media center. Audio-visual equipment shall be available in each school for teacher use. The Board shall provide a maintenance program for audio-visual equipment but minor adjustments or repairs may be made in the school."

**Florida Broward Article V Section B**

"The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession and are necessary to an individualized program of education. The Board agrees to provide these materials to the degree finances permit. . ."

**Broward Article V Section D** — "To the degree finances permit, there shall be a functioning, staffed media center in each school to supplement and complement the required curriculum."

**Hardee Article V D** — "The Board recognizes that appropriate tests, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard test and questionnaires and similar materials are the tools of the teaching profession. The Board agrees to continue to provide such tools and to continue the practice of cooperatively selecting these tools."

**Manatee Article V Section 8** — "*Teaching Materials*: The parties recognize that tests, library reference materials, maps, globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and other supplies are the tools of the teaching profession. The School Board agrees to afford the teachers the opportunity to be involved in the selection of such materials."

**J. Sample Language Relating to Evaluation of Materials:**

**Phoenix Article T Section 2 p. 22** — "An improved procedure for reviewing and evaluating books and other instructional materials and supplies shall be instituted as soon as possible after the effective date of this Agreement."

**K. Sample Language Related to Media/Library Facilities:**

**Chicago 15-4** — "Adequate library facilities shall be provided in all new school buildings. In existing

buildings, the BOARD shall provide such facilities as funds and space can be made available."

**15-7**

"If the elementary school library facilities are to be used when the teacher-librarian is absent from the premises, guidelines for their use which are not in conflict with BOARD policy shall be established by the librarian, the principal, and the UNION's Professional Problems Committee of that school."

**Ann Arbor**
**Section 7.414**

"The media specialist in each building shall be provided with office space equipped with desks, filing cabinets, and typewriter."

**Washington, D.C.**
**2**
**p. 34**

"a. Subject to space limitations and budget limitations, a library which meets the American Library Association standards shall be established in each school as expeditiously as possible. As soon as practicable, these libraries shall be converted into media centers.

"b. As funds are provided:
i. Clerical assistance shall be provided for all librarians.
ii. All school libraries shall be provided with standard library equipment."

**EVALUATION SELECTION—EVALUATION OF MEDIA LIBRARY PROFESSIONALS**

**Phoenix**
**Article S**
**Section 2**
**p. 22**

"Criteria for the selection, evaluation, retention and training of supplementary educational personnel will be drafted by a joint Association-Administration committee.

Whenever possible classroom teachers shall be involved in the above selection, retention, and training; and, in all instances, in evaluation of supplementary classroom personnel."

**Chicago**
**Section 15**
**15-9**
**15-21**

"Every effort shall be made to send pertinent bulletins explaining library policies, practices, and procedures to the teacher-librarians. The BOARD agrees to furnish the UNION with a list of teacher-librarian vacancies to be published in the *Chicago Union Teacher* once a year."

**Washington, D.C.**
**Section E**
**1976–1978**

"2. Librarians

a. As funds are provided, clerical assistance shall be provided for all librarians.

b. Librarians shall not be required to serve in more than one school administrative unit; and in any case, the Board shall work toward the end that each school shall have a librarian.

c. Librarians shall not be assigned regular non-librarian duties which will cause the closing of the library.

d. When there are two or more professional staff personnel assigned to a media center or library, the librarian with building seniority shall be designated as team leader if the qualifications are equal.

e. Librarians shall be given the opportunity to acquire the necessary training for handling non-print materials.

f. When libraries are established the standards of the American Library Association shall be considered."

**Seattle Section 0-10** "All vacant library positions shall be advertised in the GUIDE or appropriate personnel bulletin."

**L. Use of Substitutes**

**Ann Arbor Section 7.417** "When a substitute media specialist is on duty and entire classes are sent to the media center, the teacher shall remain with the class except when released time under Section 7.332 is being taken."

**Hawaii Section N** "Bargaining unit personnel shall not be required to substitute nor be responsible for classes or students from classes of other absent bargaining unit personnel."

"Counselors, librarians, registrars and other special service personnel may have the option of requesting a qualified substitute."

**Anne Arundel** "Substitutes shall normally be provided for all teachers absent from their regular teaching assignment including art, music and physical education. Only after reasonable but unsuccessful efforts to obtain substitutes shall the principal assign teachers to other teachers' classes during their non-teaching periods."

**Broward Article XI Section C** "Substitute employees shall be employed for all absent employees, except studio teachers, guidance counselors, psychometrists, guidance directors, psychologists, and when the employee and principal agree that employ-

ment of a substitute would be educationally inappropriate for certain exceptional children. . ."

**Section E**

"Substitute teachers, teacher aides, teacher assistants, or paraprofessionals shall not be employed in, or assigned to a teaching position to avoid the employment of a full-time teacher when such a full-time position exists as defined in Article XIII, B or for other purposes intended to circumvent any provision of this Agreement."

**Orange County p. 10**

"Art, music, physical education teachers, and media specialists shall not be used as regular substitutes for classroom teachers in either elementary, secondary, vocational-technical or adult education schools.

"The Board agrees to provide substitute teachers for art, music, physical education and media specialists after the regular teacher has been absent for three (3) consecutive days."

**M. Reduction in Force**

**Perth Amboy Fed. of Teachers New Jersey**

"1. Each elementary school teacher, below grade five (5) with a minimum of one year experience, shall be entitled to three (3) preparation periods of not less than thirty (30) minutes each during each school week except when the specialists assigned is absent from the school and no suitable substitute is assigned, the teacher required to keep the class during the normally scheduled preparation period will be compensated at the rate of $6.00 per preparation period."

"In the second year of this Agreement, elementary school teachers, as defined in this section, shall be entitled to four (4) preparation periods as per the above language and the teacher required to keep the class when he/she is normally scheduled for a preparation period, will be compensated at the rate of $7.00 per preparation period."

"2. In the event it is necessary to reduce the number of specialists in the school system, the Administration will discuss with the Union utilizing the weekly library period, if such exists and is coordinated by the librarian, in an attempt to continue providing each elementary school teacher below grade five (5) with a minimum of one (1) year experience, three (3) preparation periods of not less than thirty (30) minutes each during each school week in school year 1977–1978 and four (4) such preparation periods in school year 1978–79, except when the specialist or librarian is absent from the school. . ."

**N. Inservice Programs**

| | |
|---|---|
| **Phoenix Section S 1** | "Orientation and training sessions will be held for Supplementary Educational Personnel—teacher aides and/or instructional aides. Teachers and administrators who work directly with such personnel shall attend said orientation and training sessions." |
| **Chicago 15-10** | "One workshop or inservice meeting per school year for teacher-librarians shall be conducted at the area or district level during |

the regularly scheduled inservice time to provide information about new materials, equipment, techniques, and new approaches to library media service and the teaching of reading."

**New Orleans 32:5** "During the first two (2) days at the beginning of the school year established for teacher inservice training, a time shall be set aside on the principal's agenda for an explanation of the library program and services."

**Seattle Section O 3** "Elementary and secondary librarians will arrange cooperative meetings during the employee's work day at their respective levels for purposes of discussing books, materials, or other business pertinent to professional librarians. These meetings shall be cooperatively planned and implemented by the supervisor of libraries and a committee including at least four (4) librarians.

a. Coordination for the meetings will be through the District Library Office.
b. Arrangements will be made at each building for the libraries to remain open."

**Section O 7** "All librarians should allow time in their daily schedule for conferencing with faculty members to implement the most efficient use of the library as a learning and resource center."

**O. Curriculum Committees**

**Chicago 15-13** "A librarian shall be included on all high school curriculum committees."

**Seattle**
**Section O**
**6**

"The head librarian shall be a member of the faculty representative organization in each school."

**Ann Arbor**
**Section**
**7.418**

"In secondary schools where the media specialist has responsibilities and duties the same as a building department chairperson, the head of the media program shall receive supplementary pay and released time equivalent to that of the chairperson of a subject department."

**P. Professional Libraries**

**Buffalo, N.Y.**
**Article XXIII**
**Section A-6**
**page 38**

"A centralized library of professioal publications shall be established in the Central Office and materials available made known and accessible to the members of the Pupil Personnel Section."

**Q. Media/Library Program Statements**

**Gary, IN**
**Article VIII**
**B.2**

"Librarians

a. The assignment of each librarian shall recognize that librarians are teachers—licensed, certified, professional personnel who have the responsibility to implement the school library program.
b. The library is the multi-media resource center for the entire school and is intended to be used as needed by students from all classrooms."

**Buffalo, N.**
**Article XXIII**
**Section B**
**page 39**

B. Library-Media Specialists

(1) The Board shall continue to implement the Five (5) Year Plan for the extension of library service to all elementary and high schools.

(2) Where scheduling permits the library period shall not be considered a preparation period for classroom teachers.

(3) A Library Media Specialist should be a resource person for every individual in the school and should have the freedom to move away from the library when such specialist deems necessary if a class, teacher, other groups, or individuals are not present in the library area."

(4) The schedule of the library shall be made out after a joint conference between the Library Media Specialist and the Administrator in charge of scheduling."

**Chicago**

**15-1** "The standard (prescribed by the American Library Association in its STANDARDS FOR SCHOOL LIBRARY PROGRAMS, 1960, and supported by the Office of the Superintendent of Public Instruction in STANDARDS FOR SCHOOL LIBRARY PROGRAMS IN ILLINOIS, 1966) that there shall be one librarian for every 500 students or major fraction thereof shall be a goal toward which to work as funds become available."

**15-6** "In accordance with current policy, the number of children attending an upper grade center, middle school or elementary library class during one class period shall not exceed the number of tables, chairs, and/or other work areas available."

**15-7** "If the elementary school library facilities are to be used when the teacher-librarian is

absent from the premises, guidelines for their use which are not in conflict with BOARD policy shall be established by the librarian, the principal, and the UNION's Professional Problems Committee of that school."

**15-8** "The program of the elementary teacher-librarian shall be so arranged as to provide for a minimum of four preparation periods per week for processing books and kindred library tasks, provided that, in addition, teacher-librarians shall be provided not less than the average number of preparation periods accorded to other educational personnel in the school."

**15-12** "In accordance with current policy, the professional high school library staff in conjunction with the faculty and administration shall plan and implement a school-wide library program."

**New Orleans**
**32.2** "The librarian and the teacher shall work cooperatively and jointly in providing student supervision to assure effective use of the library and library resources."

**32.2.1** "There shall be a guaranteed release from supervision, if requested, for six (6) occasions (as per "A" below) and up to a total of twelve (12) occasions (as per "B" below) for an additional six (6), for a classroom teacher during the time students are in the Library, for the entire year, subject to compliance with "A" and "B" below:

A. The librarian shall teach library skills and related followup programs on six (6) occasions.

B. The teacher may exercise an option for absence from library student supervision on up to six (6) occasions if he/she coordinates with the librarian and provides lesson objectives for library services which directly correlate with his/her classroom curriculum content and individual lesson purposes."

**32.2.2** "Teacher absence from the library during the presence of that teacher's students, is not required, but optional, per the above."

**32.4** "The library shall be available for limited access use only during the first five (5) and last ten (10) days of student attendance in accordance with the officially adopted calendar."

**Seattle Section O 1** "A major goal of the District is to provide a full program of instruction to meet the needs of all students. In an effort to meet this goal, the District shall continue to maintain library and learning resource center facilities. Continuous access to library collections and flexible scheduling of facilities shall be a major component of such plans."

**5** "The Library Catalog Unit shall be staffed and equipped so that library materials received by the District can be delivered to the buildings promptly. Unreasonable delays shall be a subject for discussion by librarians with the Library Supervisor and the Assistant Superintendent for Instructional Services."

**8** "All library staff members are directly responsible to the head librarian."

**R. Library Scheduling**

| | |
|---|---|
| **Ann Arbor Section 7.416** | "When an entire elementary class is sent to the elementary media center more than one time each week, the teacher shall remain in the center with the students during such extra periods for the purpose of consultation, supervision, reading guidance and relating library activities to the curriculum." |
| **Alachua, FL Article XVII Section 3** | "The Board will provide funds for coordinated media support services at district and local levels. A committee of three (3) association selected certified media specialists who represent elementary, middle, and high schools shall work with agents of the Board to develop recommendations for appropriate use of funds allocated for district media support services. The committee shall consider provisions for electronic maintenance, film loan delivery, central processing, and replacement and updating of centralized media resources." |
| **Broward, FL Article V B** | "The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession and are necessary to an individualized program of education. The Board agrees to provide these materials to the degree finances permit. . ." |
| **Pasco, FL Article VII Section M** | "It is recognized that it is the responsibility of the Board to provide adequate teaching materials, supplies, textbooks, and operable audiovisual equipment and facilities." |

**Polk, FL**
**p. 16**

"The Board shall make every reasonable effort to maintain appropriate instructional materials (printed and AV), necessary equipment and supplies and suitable testing materials in all district schools.

"A functioning, staffed library in each school shall be maintained to provide library reference facilities to supplement and compliment the required curriculum."

**Sumter, FL**
**p. 27**

"A library or library services shall be provided by the Board in each school in the county to supplement and complement the required curriculum."

"It is recognized that appropriate texts, library reference facilities, maps, globes, laboratory equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials, are the tools of the teaching profession. The Board shall provide these tools in sufficient numbers to adequately meet the needs of the students as determined by the Board based on recommendations of the instructional staff and school advisory committees."

"The Board shall provide a library of professional references and other materials in the county media center. The Board shall continually improve and make available current materials designed to improve teaching skills and instructional programs."

**Suwannee, FL**
**p. 10**

"The Board further recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, instructional kits, audiovisual equipment and

supplies, art supplies, physical education equipment, current periodicals and similar materials are necessary for adequate instruction, and further that such items will be purchased in accordance with school and district budgets."

"There shall be an instructional materials center (library) in each school to supplement and complement the required curriculum. . ."

**Taylor p. 4**

"The Board shall make available in each school adequate restroom and lavatory facilities exclusively for teacher use and at least one room which shall be reserved for use as a faculty lounge. This room shall be air conditioned and furnishings will include but will not be limited to workable typewriters, tables, chairs and space for a professional library."

**Volusia Article XII A**

"The Board agrees that it will make every effort within the resources available to provide sufficient instructional materials and equipment so that staff members may fulfill their responsibilities in an adequate and professional manner. Faculty members will participate in the selection of appropriate media. It shall be their professional responsibility to become knowledgeable concerning its use, source and availability, to integrate it into the teaching-learning experience and to provide encouragement and opportunity for their students to individually benefit from the use of a variety of such materials."

**Article XIII**

"The Board and the Association agree that an adequate amount of special instructional

service is essential to the operation of an effective educational program. The Board will move toward the implementation of the following ratios of special area teachers to students in average daily membership:

1. MEDIA SPECIALIST ELEMENTARY SCHOOLS: One Media Specialist per four hundred students or major fraction thereof.

New Contract—(Unpublished)

MEDIA SPECIALISTS: ELEMENTARY AND SECONDARY SCHOOLS

1. One (1) Media Specialist per 400 students or major fraction thereof.

In no case will media inventory be taken during the normal 180 day school year or during the summer school program."

**Kansas City**
**B.P. 6328**
**p. 12**

"Teachers are encouraged to meet frequently with local school administrators to expand and to develop optimum utilization of and care for audiovisual materials.

Each department and grade level shall have an updated list of current audiovisual materials in the district."

**S. Professional Organizations**

**Seattle**
**Section P**
**Item 4**
**p. 58**

"Librarians shall be eligible for consideration for attendance at the annual meeting of the Washington State Association of School Libraries held in the spring and the State Librarian Workshop held on the state inservice day in the fall under the provision of Article IV, Section C, item 2 of this Contract."

The analysis of these individual key provisions is grouped into those categories that will directly affect the media/library professional or program. It can be seen by reading the various provisions that, indeed, media/library professionals have been active throughout the United States in strengthening media/library programs through the negotiating process.

## IV. SUMMARY

### A. Major Trends

What are the overall trends of the individual contract provisions, and what do they imply for media/library professionals in local decision making in American public schools? Certain conclusions can be drawn from the analysis of the provisions of the sample contracts:

1. There has been a growth in influence of the media/library professional in the negotiating process.
2. Regulations of assignments, length of work year, and extra pay have now been included in master agreements, through a negotiated contract.
3. The use of clerical assistants has been recognized in a number of negotiated agreements, and the right to supervise a clerical staff has been negotiated.
4. Requiring professional substitutes in the media center when the professional is absent is a major achievement.
5. Through the collective bargaining process, media/library professionals have influenced contract language to include statements relating to the philosophy of the media/library program. They have thus secured the support of Boards of Education. This is probably the most dynamic aspect of the negotiating process, affecting a strong working relationship between the program elements and contract support by the Board of Education. These trends would seem to portray a somewhat limiting affect on the rights of management. They suggest that the rights of management in the area of staffing and policy have been reduced in some media programs, but have led to an increase in media/library professionals through the use of contract language and the griev-

ance procedure. There is no doubt that those school districts that have strong negotiated contract language regarding media/library professionals have succeeded in improving their welfare. They have identified key elements that improve their working conditions and affect the services to students and teachers. Future trends will be influenced by the declining student enrollment and the emergence of the need for retraining the teaching staff through in-service programs. This trend will provide the media/library professional with an opportunity to have a key role in staff development. The process of professional negotiations will influence the role that the media/library professional will play in the reformation of educational programs. It has, in many districts, incorporated the goals and objectives of *Media Programs: District and School*, into a teacher contract with enforceable provisions.

# CHAPTER V
# COLLECTIVE BARGAINING FOR MEDIA/LIBRARY PROFESSIONALS: DISTRICT AND SCHOOL

## I. INTRODUCTION

Prior to negotiating contract language for media/library professionals, an understanding of a media/library professional program must be developed and communicated to the appropriate parties. This chapter will deal with integrating program goals of media/library professionals with negotiating a contract.

The book *Media Programs: District and School* is a key resource for preparation of information related to media/library professionals and their responsibilities. The primary task of media/library professionals is to inform the bargaining team of the needs of media/library professionals. This will enable the bargaining team to perform its functions more effectively. This task will involve communication, both oral and written, to the bargaining team and possibly at the bargaining table. It is, therefore, important that media/library professionals be informed about objectives, which may correspond to goals indicated in *Media Programs: District and School*. Many of the sections in *Media Programs: District and School* will be used to emphasize sections in this chapter relating to preparation of media/library professionals for negotiations.

## II. FUNCTION AND DESIGN OF THE INFORMATION

An effective media program will reflect the design function, consultation function, information function, and the administration function. "The design function relates to the formulating and analyzing objectives; establishing priorities; developing or identifying alternatives; selecting among alternatives; and implementing and evaluating the system, the product, the strategy, or technique."[1] "The consultation function is applied as media

[1] American Association of School Librarians, American Library Association, and Association for Educational Communications and Technology. *Media Programs: District and School* (Chicago, Ill.: ALA, Washington, D.C.: AECT, 1975), p. 6.

professionals contribute to the identification of teaching and learning strategies; work with teachers and students in the evaluation, selection, and production of materials; and serve as consultants in planning and reordering physical facilities to provide effective learning environments."[2] "The information function relates especially to providing sources and services appropriate to user needs and devising delivery systems of materials, tools, and human resources to provide for maximum access to information in all its forms."[3] "The administration function is concerned with the ways and means by which program goals and priorities are achieved."[4]

It is important to understand these functions of a media/library professional in developing special contract provisions for media/library professionals. The media/library professional must know how to relate this information in a form that can be easily understood by the teacher bargaining unit, by the teacher negotiating team, and by the Board of Education team. The next step in the negotiation process involves language related to the importance of the media/library professional in the collective bargaining agreement. The media/library professional must use language that is easily understood when developing the proposal. All proposals should speak to the needs of teachers, students, and the community. It is important that contract language reflect the general educational philosophy presented in the particular local school district. For example, if the school district is large enough to support a district-wide media/library program, these services are usually the responsibility of the media/library director. In developing contract language, the responsibilities of the media/library director should be taken into consideration. Such responsibilities as indicated on page 11 of *Media Programs: District and School* include the following:

"Planning the overall media program, e.g., identifying criteria, purposes, procedures, and evaluation systems.

Developing and coordinating the budget for the total media program and creating and maintaining accountability techniques.

---

[2] op cit, p. 7.
[3] op cit, p. 8.
[4] op cit, p. 9.

Applying instructional technology to curriculum development activities.

Selecting personnel for the district media program and providing for their ongoing professional development.

Orienting the district staff in all aspects of instructional technology.

Applying appropriate forms of telecommunications such as television, radio, telephone lines, computers, and random access distribution.

Developing district media selection policies that support the educational program and reflect principles of intellectual freedom.

Developing criteria for the selection of materials and equipment.

Maintaining or supervising the maintenance of media and equipment.

Producing materials and maintaining production facilities.

Selecting, distributing, and promoting effective use of district collections of materials and equipment.

Interpreting the media program to school and community and developing public information systems."[5]

If it is a small school or a district in which the media program is extremely strong, it is very important that the needs of the media/library professional who operates at the building level be presented to the negotiating team. These are the key individuals who provide direct media/library service to students in the district, and can most easily explain the media/library concerns to the teacher members of the bargaining unit. The school media/library program should be identified as providing an important resource for the education of students, and contract language should protect these resources. The responsibilities of the local media/library program include the following:

"Defining the purposes of the school media program with proposed implementation and evaluation to achieve them.

Planning media program activities and integrating them with other programs of the school.

Participating in instructional design, course development, and the creation of alternative modes of learning.

[5] op cit, p. 11.

Developing budget criteria and budget as required by the school administrator and the district media director.

Developing and maintaining a balanced, relevant collection.

Providing maximum access to collections in the school, district, and community.

Operating the media center with procedures that further the goals of the school.

Reporting to the district director, school administrator, and to teachers and students relative to the school media program.

Conducting orientation and in-service education in media for the school media staff and teachers.

Providing production facilities and expertise in production suitable at the school level.

Developing flexible operations that encourage and support users in problem-solving, interest fulfillment, and creative expression.

Initiating and providing program activities that respond to curriculum goals on a day-by-day basis.

Providing opportunities for discovery and exploration independent of or beyond the stated curriculum.

Maintaining professional resources for teachers, informing them about new materials, and involving them in purchasing decisions.

Performing ongoing evaluations in the light of stated objectives and making program modifications as needed.

Building a public relations program that communicates the role of the school media program and its contributions to the goals of the school."[6]

In many states, there is a trend toward the development of regional media centers. It is interesting to note that these units are beginning to negotiate collective bargaining agreements that affect their professional staff in delivery of services to students and teachers. Some of the responsibilities of the regional media center professional are as follows:

"Finding needed information on an appropriate level and in an acceptable format.

Selecting and using appropriate means for retrieval of information in all media formats.

---

[6] op cit, p. 13-14.

Obtaining resources from the media center, district center, local agencies, and networks.

Communicating in many modes, demonstrating an understanding of the structure and language of each mode.

Utilizing instructional sequences of tested effectiveness to reach personal and program objectives.

Designing and producing materials to achieve specific objectives, as well as using materials designed and produced for them by the media staff.

Employing a variety of media to find, evaluate, use, and generate information.

Enjoying the communication arts and gaining inspiration from them."[7]

The importance of preparation for negotiations cannot be underestimated. It begins by carefully preparing those involved in the process with a thorough understanding of the role of the media/library professional. This is known as information processing. If it is done correctly, it can influence the outcome of the negotiations. It will provide the opportunity to include special provisions within the negotiated contract that promote and protect the welfare and working conditions of the media/library professional.

## III. STAFFING PATTERNS

The second phase is the recognition of the importance of media/library personnel. Because of the size of a school district and the scope and depth of the various programs, the staffing patterns will vary according to local needs. However, there are two basic staffing patterns which affect collective bargaining and should be noted.

Media/library professionals who are included in a teacher bargaining unit are usually required to possess a teaching certificate from the state in which they are employed. As members of the bargaining unit, it may be in the best interest of the media/library professional to attempt to secure a contract provision which specifies the number of non-certified individuals who must be in the media centers. Therefore, when providing information to the

[7] op cit, p. 5.

teacher unit, the negotiating team, and the Board of Education team, they must understand the difference between the certified professional staff and the non-certified staff in the media program.

**MEDIA/LIBRARY PROFESSIONAL (CERTIFIED)**

This is the person who "has broad professional preparation in education and media, has appropriate certification, and possesses the competencies to initiate and implement a media program."[8] These are the individuals who also can provide leadership roles in the use of media and in the design of facilities. They are legally allowed to be members of the teacher professional bargaining unit.

**THE MEDIA SUPPORT STAFF (NON-CERTIFIED)**

These individuals are usually the non-certified staff working in media/library programs, such as clerks, technicians, and media aides. These people report to the media/library professional, but are identified in the contract provisions relating to media/library personnel and their working conditions. The support staff is essential if the general program is to function well. The need for adequate clerical assistants is the most commonly found provision included in the sample contracts examined. However, as additional provisions are included in collective bargaining agreements, other support personnel such as technicians, trained graphics artists, maintenance individuals, television communications individuals, and computer operators will be included in contract language as they relate to the media/library program. The expansion of the media/library program will increase the need for clerical assistants and technicians in the ongoing operations. However, because of the variables in size of school districts and schools, the specific staff needed will vary from district to district and building to building. It is important to prepare the contract language to reflect local needs. The materials included in Chapter 4 of *Media Programs: District and School* will provide

[8] op cit, p. 22.

an excellent source of information in preparation for the negotiating process. Note that often non-certified or support staff belong to other bargaining units and must prepare information for their own units to promote their welfare and working conditions.

## IV. OPERATION OF THE MEDIA/LIBRARY PROGRAM

The modern media/library program should reflect the guidelines and recommendations outlined in *Media Programs· District and School*. These recommendations include information on budgeting, purchasing, production, maintenance services, and program evaluation. The relationships among the provisions, the collective bargaining agreement, and these recommendations can be seen in the sample contract provisions in Chapter IV.

Boards of Education are responsible for representing the community in setting educational priorities and goals. While both parties at the bargaining table may desire a specific educational goal, the means to that end often differ. Understanding this and realizing that collective bargaining involves negotiation of wage, hours, and conditions of employment will often help to maintain an even approach to specific goals.

Media/library programs should reflect both long-range and short-range goals. This planning process includes the financial aspect of the media/library program and the resources needed to be an integral part of the instructional program within the district. The need for facilities and collections that will improve the working conditions of media/library professionals are the objectives of a fine program. The purchasing and processing of media materials is also of vital concern to the welfare of the media/library professional in the operation of an effective program. The production aspect of a program can also be influenced by the type of facilities planned, and by the contract provisions relating to the nature of library/media facilities and their production capabilities. This would include graphics facilities, photography facilities, television/audio production, and special provisions dealing with the production of teacher-made materials. All of these relate to the delivery of services to students. Whatever the design, a total concept for the media/library program must be developed and prepared for dissemination to all of those who are

immediately affected by the program. If this is done properly, they can be incorporated into key elements within the contract affecting media/library professionals.

The next area to be examined is that of the collection. The collections that support the media/library program at the district and the local school level are established to meet the needs of students and teachers. Therefore, special contract provisions that promote media/library collections are advantageous for the improvement of learning and for quality education of students. A number of master agreements surveyed included provisions relating to the collections. Important elements needed in each collection may be included, such as the size of the collection, the organization of the collection, the overall media/library materials for the collection, and the selection policy used. The collection element also supports the need for certified media/library professionals who have responsibility for the selection process. There is no substitute for the media/library professional in selecting materials to meet the needs of the students and teachers in the education program. An important aspect of a media/library program is adoption of an official selection policy that supports either the AECT Code of Ethics, or the School Library Bill of Rights for school media center. It is the collections and the use of professional media/library staff in the school media centers that provide resources needed for quality education.

## V. MEDIA/LIBRARY FACILITIES

Media/library facilities are the support element that enhances the media/library program. Proper types of facilities can be designed and the equipment needed can be negotiated as a special provision within the contract. Facilities can be identified with the local educational objectives and goals, and often represent an area of community pride. Therefore, when preparing the information for negotiations it is important to recognize the need for facilities to enhance the collection, enabling the professional staff to influence the learning environment within the school. All media/library facilities should be carefully planned by the media/library professional. At this time it is important to have media/library professionals involved in such district planning. Plans for

district media facilities should take into consideration the many characteristics of a fine media program as described in *Media Programs: District and School*.

"Areas devoted to staff development programs are designed as models of effective teaching/learning spaces.

Adequate parking is provided for all who will attend workshops, training sessions, demonstrations, and meetings.

Facilities are available for use during after-school hours and during vacation periods.

Functional and aesthetically pleasing furniture, equipment, and supplies are provided.

Provision is made for equipment associated with production, evaluation, and use of materials.

Adequate electrical outlets, light control, telephone and intercommunication devices, air conditioning, and sound control are provided as needed.

Temperature and humidity controls are provided to prevent deterioration of collections."[9]

The information in the facilities chapter will help in the presentation of information needed for any program issues related to adequate facilities to enhance the local program.

In summary, it should be understood that media/library programs and negotiations are not always compatible. While the administration attempts to maintain flexibility, the media/library professional tries to build program goals and protections into the contract. A key approach to negotiations is to understand the media/library program goals and communicate the needs of the media/library professional to the appropriate parties.

A word of caution: The usual small number of media/library professionals in a bargaining unit may prevent media/library professional goals from becoming a high priority. It should be possible to achieve the particular goals of a group within the bargaining unit. Proper involvement, preparation, and communication of goals and rationale regarding the media/library professional are the best method of achieving the goals of media/library professionals in your district.

---

[9] op cit, p. 89.

# CHAPTER VI
# SUMMARY

In order for a media/library professional to best effect the collective bargaining process, he/she must understand negotiations and media/library programs. This text has attempted to explain the many processes of the collective bargaining process as well as standard media/library programs.

The consistent factor throughout this text is that an individual must get involved in the process in order to affect change. In order for an individual to fully comprehend the collective bargaining process, he/she must take part in the preparation and negotiation of a contract, and understand the administration of the completed document. While this and other texts will assist in the conceptual understanding of collective bargaining, it takes a commitment of time and energy to become involved in understanding the issues and negotiating these issues to a conclusion.

We have attempted not only to provide an understanding of the collective bargaining process, but to give sample contract language and a basic understanding of media/library programs. We felt that this would provide the media/library professional with the knowledge to affect changes in working conditions through collective bargaining.

There are many changes being discussed in the area of collective bargaining. These future considerations include a national public sector labor relations law giving all public sector media/library professionals the right to bargain collectively. In addition, many states are giving public sector employees the right to strike and management the right to hire replacements and/or discharge strikers. A third future consideration includes bargaining open to the public. This would permit the community to be present during negotiations; some proposals include the public in tripartite bargaining consisting of management, union, and the public.

As indicated in the text, collective bargaining is an intricate process in which a negotiator is required to have numerous talents. Involvement and experience is the surest way for an individual to learn the process and become familiar with the intra-

cacies, strategies, and approaches to negotiations. In addition, possible changes in the process as well as the ongoing interpretations of cases make labor relations in the public sector an ever changing process, which will affect the wages, hours, and conditions of employment of media/library professionals.

# GLOSSARY

**AGENCY SHOP**—A provision in a collective-bargaining agreement which requires all employees who do not join the union to pay a fixed sum monthly, up to the equivalent of union dues, as a condition of employment.

**ARBITRATION**—A method of settling disputes through recourse to an impartial third party whose decision is usually final and binding. Arbitration is often used in the interpretation of *existing* contract language, but it is seldom used in settling disputes arising from negotiations of provisions of a *new* contract. Arbitration is *voluntary* when both parties, of their own volition, agree to submit a disputed issue to arbitration, and *compulsory* if required by law to prevent a work stoppage.

**BARGAINING AGENT**—The employee organization designated by an appropriate government agency or recognized voluntarily by the employer, as the exclusive representative of all employees in the bargaining unit for purpose of collective bargaining.

**BARGAINING UNIT**—Group of employees recognized by the employer or designated by an agency as appropriate for representation by an employee organization for purposes of collective bargaining.

**COLLECTIVE-BARGAINING AGREEMENT**—Written contract between an employer (or employers) and an employee organization, usually for a definite term, defining wages, hours, and conditions of employment agreed to by the parties.

**EQUIPMENT**—Motion picture projectors, filmstrip projectors, slide projectors, overhead projectors, television sets, video recorders, record players, tape recorders, micro computers, and other instructional technological devices.

**FACT-FINDING**—Investigation of a dispute or impasse existing between an employee organization and employer by an individual, panel, or board which issues reports of the facts and the issues involved and may make recommendations for settlement.

**GOOD-FAITH NEGOTIATION**—A procedure in which the parties deal with each other openly and fairly and endeavor sincerely in the negotiation process to overcome obstacles to agreement.

**GRIEVANCE**—An alleged violation, misinterpretation, or misapplication of a provision of the contract.

**IMPASSE**—Persistent disagreement between the employee or-

ganization and the employer, requiring the use of mediation or appeal procedures for resolution.

**INSTRUCTIONAL MATERIALS**—Realia, raw materials for the preparation of instructional resources, and all printed and published materials that are suitable for providing instruction in elementary and secondary schools.

**MEDIA**—All instructional materials both print and non-print, used by students and teachers.

**MEDIATION**—Action by a third party to help in the settlement of disputes between employers and employees.

**MEDIA MATERIALS**—Books, periodicals, pamphlets, newspapers, motion picture films, filmstrips, slides, transparencies, records, maps, globs, charts, graphs, posters, cartoons, realia, display boards, computer programs, and all other instructional materials.

**NON-PROFESSIONAL**—The Media/Library professional who is not certified by a State Department of Education or some other agency as a teacher.

**PROFESSIONAL**—Professional media/library personnel are those individuals included which are certified (usually by the State Department of Education or some other agency which certifies teachers).

**PROFESSIONAL-NEGOTIATION AGREEMENT**—A written agreement between a school board and a teacher organization recognizing the organization for negotiation purposes, setting out the terms of the agreement, the procedures to be followed during negotiations and in the event of impasse, and setting forth the results of negotiations on matters of common concern, including salary and other conditions of professional service.

**REALIA**—Means artifacts, dioramas, games, models, and educational toys.

**RECOGNITION**—Formal acknowledgment by the employer that a particular employee organization has the right to represent all of the employees or a portion thereof.

**SCHOOL MEDIA/LIBRARY RESOURCES**—Printed and audio-visual materials that have been catalogued or organized for instructional use by elementary and secondary school students and teachers. The term includes books, periodicals, documents, pamphlets, reproductions, pictorial or graphic works, musical scores, maps, charts, globes, sound recordings, filmstrips, films, video tapes, or any other printed or audio-visual materials of a similar nature available now or in the future.

**STATE LABOR RELATIONS ACTS**—State laws, patterned after the federal National Labor Relations Act, which establish the rights of employees within that state to organize and bar-

gain collectively, and forbid employers from engaging in certain unfair practices.

**STRIKE**—Collective stoppage or work.

**UNION SECURITY**—Protection of union status by provisions in a collective bargaining agreement.

**UNION SHOP**—Provision in a collective bargaining agreement that requires all employees to become members of the union within a specified time after hiring, or after the provision is negotiated, and to remain members of the union as a condition of employment. The union shop is permitted by federal law and is prohibited in states with "right-to-work laws."

# REFERENCES


**BOOKS**

Allan, Margaret. *The School Library Resource Center*. Brooklyn Heights, N.Y.: Beekman Publisher, 1974, 165 pgs.

American Association of School Librarians, American Library Association, School Library Manpower Project. *Occupational Definitions for School Library Media Personnel*: American Library Association, 1972, 241 pgs.

American Association of School Librarians, American Library Association, and Association for Educational Communications and Technology. *Media Programs: District and School* Chicago, Ill.: ALA; Washington, D.C.: AECT, 1975, 128 pgs.

Andree, Robert. *The Art of Negotiations*. Health Lexington Books, Lexington, Mass., 1971, 233 pgs.

Association for Educational Communications and Technology. *Planning and Operating Media Centers: Reading from Audio-Visual Instruction*. Washington, D.C., 1975, 79 pgs.

Branscombe, Frederic R. and Harry E. Newson, editors. *Resource Services for Canadian Schools*. Association for Media and Technology in Education in Canada and The Canadian School Library Association, A Division of the Canadian Library Association. McGraw-Hill, Ryerson Lt., Toronto. 1977, 151 pgs.

Bretz, Rudy A. *A Texonomy of Communications Media*. Englewood Cliffs, N.J.: Educational Technology Publications, 1971, 168 pgs.

Brown, James W. and Kenneth D. Norberg. *Administering Educational Media*. New York: McGraw-Hill, 1965, 357 pgs.

Carlton, Patrick and Harold Goodwin. *The Collective Dilema*: Negotiations in Education, Jones, 1969, 339 pgs.

Davies, Ruth A. *The School Library Media Center: A Force for Educational Excellence*. 2nd Edition, New York: Browher, 1974, 484 pgs.

Doney, M. O. *Future of Teacher Power in America*. Phi Delta Kappa Fastback. No. 98, pps. 7–50.

Educational Service Bureau, Inc. *Laws and Proposals Affecting Public School Negotiations. Vol. I, and II*. Educational Service Bureau, Inc. 1970, 144 pgs.

Elam, Stanley, Myron Lieberman, and Moshow, Michael. *Reading on Collective Negotiations in Public Education*. Rand McNally, Chicago, 1967, p. 470.

Flygure, T. J. *Collective Bargaining in the Public Schools*. Phi Delta Kappa Fastback. No. 99. pps. 5–49.

Kimp, Jerrold E. *Planning and Producing Audiovisual Materials*. 3rd Edition. New York: Carswell, 1975, 169 pgs.

Lewis, Richard B. *The Effective Use of Media in Innovative Schools*. Minneapolis; E.R.I.C. Clearinghouse on Media and Technology, 1973, 15 pgs.

Miller, William, and David Newburg. *Teacher Negotiations: A Guide for Bargaining Team*. Parker Publishing Company, Inc. West Nyack, N.Y. 1970. p. 243.

Lowrie, Jean E. *Elementary School Libraries*. 2nd Edition. Metuchen, N.J.: Scarecrow Press, 1970, 238 pgs.

Nickel, Mildred L. *Steps to Service: A Handbook of Procedures for the School Library Media Center*. Chicago: American Library Association, 1975, 124 pgs.

Perry, Charles and Wesley Wildman. *The Impact of Negotiations in Public Education*. Charles Jones Publishing Co., Worthington, Ohio. 1970, p. 254.

Rufsvold, Margaret I. and Carolyn Suss. *Guides to Educational Media*. 3rd Edition. Chicago: American Library Association, 1971, 116 pgs.

Schlipf, Ed. *Collective Bargaining in Libraries*, Allanton Park Institute, 1975.

Shils, Edward Benjamin and Whittier. *Teachers, Administrators, and Collective Bargaining*. N.Y.: Crowell and Co., 1968, 580 pgs.

Stinnet, T. M., Jock Kleinman, and Ware Marthon. *Professional Negotiations in Public Education*. Macmillian Co.: New York, 1967, p. 309.

Thomas, P. Gilroy, Anthony V. Sinicropi, Franklin D. Stone, Theodore Urich. *Educator's Guide to Collective Negotiations*. Merril, Columbus, Ohio. 1969. p. 115.

**SERIES**

"Principals Role in Collective Negotiations." by Ian Templeton. *Educational Management Review Series*. April, 1972. ERIC Clearinghouse on Educational Management, University of Oregon, Eugene, Oregon.

"Merit Pay" by Ian Templeton. *Educational Management Review Series*. ERIC Clearinghouse on Educational Management, University of Oregon, Eugene, Oregon.

**MAGAZINES**

A.E.C.T., A.A.S.L. and the School Libraries," by Beth Cheatham. *School Library Journal*. September, 1977, p. 45.

"A Reply to Myron Liberman" by Albert Shanker. *Phi Delta Kappar*, May, 1979. pps. 652–654.

"Collective Bargaining and Conflict: Impacts on School Governance" by Anthony M. Cresswell and Daniel Simpson. *Educational Administration Quarterly*, Vol. 13, No. 3 (Fall 1977), pps. 49–69.

*"Eggs That I Have Laid: Teacher Bargaining Reconsidered."* by Myron Lieberman. *Phil Delta Kappar*, February, 1979. pgs. 415–419.

"Making More Money as a Librarian" *American Libraries*, November, 1977, p. 578.

"Professionalism Trends Toward Unionism", *California Librarian*, October, 1976. p. 19.

"Reflecting on Library Development . . . (and Setbacks) in 1976" by Bertha B. Cheatham. *School Library Journal*. December, 1876. p. 21.

*"School Libraries File Suit"*, *American Libraries*, September, 1974, p. 404.

"State by State Roundup of Collective Bargaining Laws", *Phi Delta Kappar*. February 1979. pgs. 472–473.

"Strategies of Successful School Negotiations" by Lewis T. Kohler and Frederick W. Hill. *American School and University*. October 1978. pgs. 66–76.

"Teachers, Unions and the Curriculum Change Process." by Keith Eiken. *Educational Leadership*. December, 1977. pgs. 174–177.

"The Case for Collective Bargaining Statutes" by Terry Herndon. *Phi Delta Kappar*, May 1979. pgs. 651–652.

"The Librarian and the Strike," by Jock Delaney. *California School Libraries*. Summer, 1973. p. 6.

"The Uses of Teacher Power,: by John Pyor. *Today's Education*, November–December, 1975. p. 5.

"Trilateral Practices and the Public Sector Bargaining Model" by John Ralph Pisapia. *Phi Delta Kappan*. February, 1979. pgs. 424–427.

"Uncertainty about Teacher Collective Bargaining," The Editor Page. *Phi Delta Kappon*., p. 410.

"Union Quandries," by Molly Welsh Miller. *School Library Journal*. September, 1976, p. 6.

"Unions and School Librarians," *School Library Journal*. May, 1976. p. 44.

"Who Do You Think Will Fight For Your Raises," *American Libraries*, November, 1977, p. 579.

"Who Speaks for Librarians," *Library Journal*. March 15, 1976. p. 761.

**MASTER AGREEMENTS**

Master Agreement Contract between the Buffalo Teachers Fed-

eration and the Board of Education of the City of Buffalo. September 26, 1976–June 30, 1978.

Professional Negotiations Agreement between Paradise Valley School District #69 (Phoenix Ariz.) and the Paradise Valley Teachers. 1977–1978.

Florida Association for Media and Education. *Media-Related Items found in Florida School Contracts*. 1978. Appendix IX, pgs. 8–12.

Agreement between State of Hawaii Board of Education and Hawaii State Teachers Association. March 1, 1975 to February 28, 1978.

Master Agreement between The Colorado Springs Teachers Association and The Board of Education, School District No. 11, Colorado Springs, Colorado.

Agreement between The Board of School Trustees of the School City of Gary, Indiana and Gary Teachers Union Local No. 4. A.F.T. January 1, 1977 through December 31, 1978.

Agreement between The Board of Education of the Albuquerque Municipal School District Number 12 and Albuquerque Classroom Teachers Association I.M.C. 1977–1979.

Wichita Board of Education United School District: *Teachers Employment Agreement*. 1976–1978.

Master Agreement between The Board of Education of the District of Columbia and the Washington Teachers Union. October 26, 1976 to January 25, 1978.

Master Contract between the Buffalo Teachers Federation and the Board of Education of the City of Buffalo. September 26, 1976 to June 30, 1978.

Collective Bargaining Contract between The Seattle School District No. 1 and Seattle Teachers Association. 1977 through 1979.

Agreement between Orleans Parish School Board and United Teachers of New Orleans. July 1, 1977 through June 30, 1979.

Agreement between The Board of Education of the City of Chicago and the Chicago Teachers Union, Local No. L. American Federation of Teachers, AFL-CIO, September, 1977 to August 31, 1979.

The Minneapolis Public Schools Agreements, Policies and Administrative Regulations Agreements between the Board of Education and the exclusive representative of teachers relative to terms and conditions of employment in accordance with the Public Employment Labor Relations Act of 1971, amended. Minneapolis, Minnesota, January, 1976.